



Date: February 1, 2018

Subject: Enterprise Machine Learning Analytics and Persistent Services (eMAPS)

NOTICE TO ALL ALLIANT LARGE BUSINESS CONTRACT HOLDERS

This letter transmits Task Order Request (TOR) GSC-QF0B-18-33182, Enterprise Machine Learning Analytics and Persistent Services (eMAPS). The purpose of this requirement is to deliver enterprise class, industry standard, open architecture equipment and services to support the USG Program Office, DoD partners, and other organizations as determined to include, but not limited to, interagency partners, the Intelligence Community (IC), and coalition partners. There are multiple subtasks within each of the included tasks spanning multiple organizations within the USG Program Office. This TOR is issued by the United States (U.S.) General Services Administration (GSA), Federal Systems Integration and Management Center (FEDSIM).

Each offer shall be provided to the Government in four Parts in accordance with the instructions specified in TOR Section L.4.

- a. **Part I: Preliminary Written Cost/Price Proposal Information**
Due February 28, 2018, between 8:30 A.M and 11:00 A.M. ET
- b. **Part II: Remainder of Written Cost/Price Proposal**
Due March 16, 2018 no earlier than 8:30 A.M and no later than 11:00 A.M. ET
- c. **Part III: Written Technical Proposal**
Due March 16, 2018 no earlier than 8:30 A.M and no later than 11:00 A.M. ET
- d. **Part IV: Oral Technical Proposal Presentation Slides**
Due March 16, 2018 no earlier than 8:30 A.M and no later than 11:00 A.M. ET

In accordance with TOR Section L.10 instructions, offerors shall hand-deliver Parts I through IV to the GSA Contract Specialist, Donna Broady and/or the GSA Contracting Officer, Julio Almazan.



Please bring all proposals to the E Street entrance of the GSA building at 1800 F Street, NW, Washington, D.C. 20405. Upon arrival, call Donna Broady, Contract Specialist, at (703) 589-2666 or Julio A. Almazan, Contracting Officer at (202) 595-4153. The Contract Specialist and/or Contracting Officer will meet the offeror at the GSA loading dock on E Street. It is suggested that the offeror park on E Street in front of GSA or pull over right outside of the loading dock ramp to unload the boxes. Delivery acceptance/proposal receipt will be given once the offeror has transferred their box of proposal materials to the Contract Specialist and/or Contracting Officer at the loading dock on E Street. Please note that all proposal boxes are subject to security scanning after receipt.

Please note the Government anticipates Oral Presentations will be held between March 21, 2018 and April 6, 2018 at the GSA building 1800 F Street NW Washington DC.

In accordance with TOR Section L.9, Submission of Questions, prospective offerors shall submit all questions on the TOR package via email to the following individuals **NLT 12:00 noon on February 14, 2018:**


Donna Broady, GSA Contract Specialist, donna.broady@gsa.gov
Julio A. Almazan, GSA Contracting Officer, andres.almazan@gsa.gov

Prospective offerors are requested to submit questions using the format provided in TOR, Section J, Attachment T. Questions or requests for extension submitted after the cut-off date will not be considered. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation. When submitting questions please reference "TOR GSC-QF0B-18-33182 Questions" in the subject line.

Sincerely,

/S/

Julio A Almazan
GSA FEDSIM Contracting Officer
Andres.almazan@gsa.gov
(703) 589 2666
Federal Systems Integration and Management Center (FEDSIM)
FEDSIM is part of GSA's Federal Acquisition Service


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 	RATING	PAGE 1 OF PAGE(S)
2. CONTRACT NO.	3. SOLICITATION NO. GSC-QF0B-18-33182	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/01/2018	6. REQUISITION/PURCHASE NO.
7. ISSUED BY General Services Administration ATTN: Julio Almazan, Contracting Officer and Donna Broady, Contract Specialist GSA FEDSIM (QF) 1800 F St., NW Washington DC 20405 Washington, DC 20405		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in please see instructions provided in Section L.8 of the TOR for Delivery Instructions.

CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME Julio A. Almazan, Contracting Officer Donna Broady, Contract Specialist		B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS andres.almazan@gsa.gov donna.broady@gsa.gov
	AREA CODE	NUMBER	EXT.		
	202 703	595 589	4153 2666		

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X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J		
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X	F	DELIVERIES OR PERFORMANCE					
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
AREA CODE	NUMBER		
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.



TASK ORDER REQUEST (TOR)

GSC-QF0B-18-33182

Enterprise Machine Learning Analytics and Persistent Services (eMAPS)

in support of:

United States Government (USG) Program Office

Issued to:

**All contractors under the General Services Administration (GSA)
Alliant Large Business Governmentwide Acquisition Contract**

Conducted under Federal Acquisition Regulation (FAR) 16.505

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

**February 1, 2018
FEDSIM Project Number DE00880**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. An acronym listing to support this Task Order Request (TOR) is included in Section J, Attachment W.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the Alliant base contract, the CAF shall be 0.75 percent of the total TO value with a cap of \$100,000 per year per order (when order is in excess of \$13.3M per order year). This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) basis for mandatory CLINs 0001, 1001, 2001, 3001, 4001, and optional CLINs, 0002, 1002, 2002, 3002, 4002, and Not-to-Exceed (NTE) basis for CLINs 0003, 1003, 2003, 3003, and 4003; 0004, 1004, 2004, 3004, and 4004; 0005, 1005, 2005, 3005, and 4005; and 0006, 1006, 2006, 3006, and 4006. The work shall be performed in accordance with all Sections of this TO and the offeror's Basic Contract, under which the resulting TO will be placed.

B.4 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 50 miles from the place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
CPFF	Cost-Plus-Fixed-Fee
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.1 BASE PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
0001	Labor (Tasks 1-6)		\$	\$	\$

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
0002	Optional Labor (Task 7)		\$	\$	\$

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
0003	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$8,989,795
0004	Tools Including Indirect Handling Rate _____%	NTE	\$52,259,000
0005	ODCs Including Indirect Handling Rate _____%	NTE	\$11,092,224

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0006	Contract Access Fee	NTE	Enter amount in accordance with your proposed amount and the Alliant rate

TOTAL CEILING BASE PERIOD CLINs: \$_____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.2 FIRST OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
1001	Labor (Tasks 1-6)		\$	\$	\$

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
1002	Optional Labor (Task 7)		\$	\$	\$

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
1003	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$8,811,259
1004	Tools Including Indirect Handling Rate _____%	NTE	\$49,259,000
1005	ODCs Including Indirect Handling Rate _____%	NTE	\$10,871,140

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
1006	Contract Access Fee	NTE	Enter amount in accordance with your proposed amount and the Alliant rate

TOTAL CEILING FIRST OPTION PERIOD CLINs: \$_____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.3 SECOND OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
2001	Labor (Tasks 1-6)		\$	\$	\$

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
2002	Optional Labor (Task 7)		\$	\$	\$

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
2003	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$8,643,225
2004	Tools Including Indirect Handling Rate _____%	NTE	\$49,259,000
2005	ODCs Including Indirect Handling Rate _____%	NTE	\$10,663,061

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
2006	Contract Access Fee	NTE	Enter amount in accordance with your proposed amount and the Alliant rate

TOTAL CEILING SECOND OPTION PERIOD CLINs: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.4 THIRD OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
3001	Labor (Tasks 1-6)		\$	\$	\$

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
3002	Optional Labor (Task 7)		\$	\$	\$

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
3003	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$10,565,109
3004	Tools Including Indirect Handling Rate _____%	NTE	\$49,259,000
3005	ODCs Including Indirect Handling Rate _____%	NTE	\$13,042,964

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
3006	Contract Access Fee	NTE	Enter amount in accordance with your proposed amount and the Alliant rate

TOTAL CEILING THIRD OPTION PERIOD CLINs: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.5 FOURTH OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
4001	Labor (Tasks 1-6)		\$	\$	\$

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
4002	Optional Labor (Task 7)		\$	\$	\$

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
4003	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$10,386,573
4004	Tools Including Indirect Handling Rate _____%	NTE	\$49,259,000
4005	ODCs Including Indirect Handling Rate _____%	NTE	\$12,821,881

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
4006	Contract Access Fee	NTE	Enter amount in accordance with your proposed amount and the Alliant rate

TOTAL CEILING FOURTH OPTION PERIOD CLINs: \$ _____

GRAND TOTAL CEILING ALL CLINs: \$ _____

B.5 SECTION B TABLES

B.5.1 INDIRECT/MATERIAL HANDLING RATE

Long-Distance Travel, Tools, and ODC costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

B.5.2 DIRECT LABOR RATES

Labor categories proposed shall be mapped to existing Alliant labor categories.

B.5.3 ACCOUNTING FOR CONTRACTOR MANPOWER

The costs to be reported under this CLIN are those associated with the reporting requirements specified in Section C.5.1.1 and relate to this TO only.

B.6 INCREMENTAL FUNDING

B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of \$XXX,XXX,XXX for CLINs __*__ through __*__ is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through _____ (updated at award), unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$***,***,*** over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Chart for CPFF

See Section J, Attachment D - Incremental Funding Chart (Excel Spreadsheet).

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

The Government is collecting an unprecedented amount of Intelligence Surveillance Reconnaissance (ISR) data and information and it is overwhelming in terms of volume, velocity, and variety. The United States Government (USG) Program Office has a requirement to develop and integrate an open systems architecture that introduces Enterprise Machine Learning Analytics and Persistent Services (eMAPS). The architecture shall be designed to increase the ability to use information obtained from integrated systems to support intelligence, processing, exploitation and dissemination, Mission Command, network systems integration and transmissions support, and Cyber Exploitation disciplines.

The Department of Defense (DoD) has directed that an open standards system approach be used, to the maximum extent practical, as an approach to achieving superior war fighting capability with reduced total operating costs. Open standards systems are expected to control development costs, provide quicker access to emergent technologies, significantly improve network performance, and reduce the costs to maintain and upgrade network systems over ever increasing lifetimes.

C.1.1 PURPOSE

The purpose of this requirement is to deliver enterprise class, industry standard, open architecture equipment and services to support the USG Program Office, DoD partners, and other organizations as determined to include, but not limited to, interagency partners, the Intelligence Community (IC), and coalition partners. There are multiple subtasks within each of the included tasks spanning multiple organizations within the USG Program Office. All tasks are to be supported equally without any one task or subtask being the primary focus of this requirement. This requirement is not focused on any singular capability but rather the full spectrum of Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) support, development, procurement, and integration. Support covers a wide range of technologies to include, but not limited to, neural machine translation, agile software development, expertise in deployable processing, exploitation and dissemination, and deployable integrated mission command. Providing support in this environment also requires an in-depth knowledge of mission-specific operational requirements for several organizations and disciplines leveraged in multiple geographical locations including Continental United States (CONUS) and Outside the Continental United States (OCONUS). The USG Program Office anticipates no more than 20 percent of the travel requirements to be OCONUS. In some cases, the USG Program Office may leverage Commercial Off-The-Shelf (COTS) or Government Off-The-Shelf (GOTS) capabilities to fill a requirements gap. If no COTS or GOTS solution can completely fill the requirements gap, an interim solution of utilizing a COTS or GOTS solution that may not completely meet the requirement would be acceptable in the interest of mission criticality. This solution shall be compliant with all specifications outlined in this document (e.g., Risk Management Framework (RMF), Technology Readiness Level (TRL) 7, etc.). The desire would be to then replace the COTS or GOTS solution with a custom solution or an emergent COTS or GOTS solution that can completely fill the requirements gap.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

C.2 SCOPE

The USG Program Office requires delivery of eMAPS services to support a global architecture comprised of a variety of technologies, ecosystems, and capabilities. The architecture includes expeditionary, mounted (e.g., maritime, vehicles, and aircraft), dismounted, operating bases, fixed ground stations, and garrison headquarters. Main locations are network capable while remote sites are network constrained. Along with machine learning, artificial intelligence, mobile information technology (IT), cloud computing, Internet of Things (IoT), biometrics, virtual networking, software application integration, big data, cyber security technologies, ecosystems, and capabilities comprise the desired future architecture. The architecture and services shall be integrated, deployed, operated, and maintained on unclassified and classified networks to include commercial cloud and Government-classified cloud and coalition networks. The architecture shall support rapidly fielding innovative solutions for mission critical capabilities to address time-sensitive requirements. Systems, techniques, and procedures shall enable the efficient management of individual identities, persistent and non-persistent data, and transactional and non-transactional data. Approximately 20 percent of this requirement is being delivered currently by another contract vehicle that is scheduled to expire June 6, 2018 (with option periods through December 2018 as necessary for transition). The solution developed by the contractor shall continue to support the current architecture and/or subsequently replace it with the new architecture. The current architecture will be defined in the current solution provider's transition-out plan and delivered to the awardee upon award; it shall be incorporated into the awardee's updated draft Transition-In Plan (Section F, Deliverable 13) due at the Kick-Off Meeting. The following support tasks will be transferred from the current effort to this requirement:

- a. Machine Learning
- b. Enterprise Architecture Support
 - 1. Publicly Available Information (PAI) tasks
 - 2. Web service development and integration

C.3 CURRENT INFORMATION TECHNOLOGY (IT)/NETWORK ENVIRONMENT

The USG Program Office currently supports multiple global networks of differing classifications in order to provide C4ISR to multiple DoD organizations and other Governmental partner agencies. There are approximately 100,000 users spread over 45 main sites and 200 remote sites. Growth in terms of data and infrastructure is not expected to exceed an increase of 50 percent with respect to users and/or sites over the life of the TO. These sites are interconnected with both terrestrial and non-terrestrial links, providing a fully meshed, fault tolerant, high-speed, secure communications infrastructure. Terrestrial links are a combination of commercial leased circuits, DoD-owned circuits, leased fiber optics, and DoD-owned fiber optics. Non-terrestrial links consist of high-speed wideband satellite architectures that include Wideband Global Satellite Communications (SATCOM) system (WGS), Société Européenne des Satellites (SES) Other 3 Billion (O3B), and Ovzon OHO among others. These various satellite systems support the X, Ka, and Ku bands. These satellite systems include fixed station, mobile ground vehicular, man packed mobile ground, portable maritime, hardened maritime, and airborne platforms. Additional technologies, such as Line of Sight (LOS) and Beyond Line of Sight (BLOS) Radio Frequency (RF) transmission systems, free space optical carriers, and Common Data Link/Bandwidth Efficient Common Data Link (CDL/BECDL) systems are also used.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

The underlying routing and switching hardware is a combination of platforms, to include Cisco, Juniper, F5, and others. Wide Area Network (WAN) acceleration technologies utilized include, but are not limited to, RiverBed appliances (physical and virtual) and software optimization solutions such as IBM Aspera. The multiple datacenters house physical servers as well as leverage virtualization services including, but not limited to, VMware and Microsoft Hyper-V. These are running on multiple compute platforms from manufactures such as Dell, HP, Penguin, Cisco, and others. Storage architectures include systems from NetApp, Dell/EMC, Supermicro, and others. Hyper-converged infrastructure and mobile solutions, such as Nutanix and KLAS Telecom, are also currently supported. On-premises cloud solutions are leveraged for multiple X as a Service (XaaS) solutions, such as Software as a Service, Desktop as a Service (Virtual Desktop Infrastructure), Infrastructure as a Service, and Platform as a Service.

C.4 OBJECTIVE

The contractor shall provide an eMAPS solution that will enable the USG Program Office to rapidly employ artificial intelligence, neural, and deep neural networks. The solution shall be capable of performing machine learning and provide the ability to search, visualize, and geospatially render the data. The solution shall also be capable of searching, visualizing, and geospatially rendering the output from other machine learning algorithms. The machine learning solution shall be capable of providing a multitude of applications that enable classification, assessment, recognition, identification, forecasting, and prediction. The enormous amount of data collected from the myriad of airborne, ground, maritime, and other ISR platforms, and its need to shorten collection times, necessitates the USG Program Office to swiftly move into the machine learning era.

Machine learning shall be used for data analytics through the implementation of various algorithms that shall predict, uncover, and determine historical relationships and trends in data. By integrating various algorithms and running the data through these algorithms at the point of ingestion, users' data shall automatically be filtered and organized. Integrating machine learning shall enable predictive analysis, statistical analysis, pattern analysis, pattern recognition, full text analysis, and data recognition across multiple data sets and mission profiles. The end result shall be reliable and repeatable decisions and results that uncover hidden insights through trends in data and make predictions based upon patterns and recognition.

The architecture shall support data demands and speed of decisive action operations and production of intelligence products. The architecture shall enable operations and intelligence in situations with degraded bandwidth. The architecture shall reduce the burden placed on its spectrum, use bandwidth efficiently, and secure the data and networks appropriately. The architecture shall distribute data with no single point of failure and replicate data to nodes across multiple data centers. Bandwidth shall be able to be throttled to ensure disadvantaged users aren't overwhelmed. The architecture shall support ruggedized, lightweight, and tactical/expeditionary missions. This includes a disconnected environment that displays both Friendly and Hostile forces in a Common Operating Picture (COP) simultaneously.

The architecture shall fully support cyber security requirements and have met IC Directive 503 RMF. The architecture shall distribute data with the appropriate classification markings and the solution shall be repeatable across all networks to include cloud solutions, Secure Internet Protocol Network (SIPRNet) and Joint Worldwide Intelligence Communications System (JWICS) domains, as well as Partner and Coalition networks. The architecture shall leverage the

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

local domain to discover the permissions for each user that attempts to access the solution. A comparison of the user's permissions with the access requirements for the requested data is necessary, and if there is a match, the solution shall authorize the user access to the data.

With an architecture in place that enables machine learning and reduces burden on its spectrum as it uses bandwidth efficiently, and with the networks appropriately secured, the USG Program Office can integrate solutions for operators and analysts that are capable of providing the following:

- a. ISR, Processing, Exploitation, and Dissemination Correlation.
- b. Social Media perspectives.
- c. Ground Sensor and Pattern of Life (POL) Activity that includes Facial Recognition, Movement, Equipment, Location and Counts, and analysis to support Operational Environment (Terrain and Threat).
- d. Course of Action Analysis to include the ability to hypothesize future threat actions, Targets Effects (Plan, Execute, and Assess), and analysis.
- e. Information Collection (Plan, Execute, and Assess) Analysis and develop and visualize the COP.
- f. Exploit and analyze PAI.

C.5 TASKS

- a. Task 1 – Provide Project Management Support
- b. Task 2 – Provide Transition Support
- c. Task 3 – Provide Engineering Support
- d. Task 4 – Provide Capability and Asset Management Support
- e. Task 5 – Provide Technical Installation and Integration Support
- f. Task 6 – Provide Training and System Transition Support
- g. Task 7 – Provide Additional eMAPS Augmented Support (Optional)

All performance under this TO shall utilize industry best practices at a minimum. All technical definitions of terms shall be in line with the latest National Institute of Standards and Technology (NIST) definitions and/or applicable Government regulations. For example, Cloud Computing would be defined thusly “Cloud computing is a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.” (<https://www.nist.gov/programs-projects/nist-cloud-computing-program-nccp>)

C.5.1 TASK 1 – PROVIDE PROJECT MANAGEMENT SUPPORT

The contractor shall provide project management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Performance Work Statement (PWS). The contractor shall identify a Project Manager (PM) by name who shall provide management, direction, administration, quality assurance, and leadership of the execution of this TO.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

**C.5.1.1 SUBTASK 1 – ACCOUNTING FOR CONTRACTOR MANPOWER
REPORTING**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the USG Program Office via a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.2 SUBTASK 2 – COORDINATE A PROJECT KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at the location approved by the Government (Section F, Deliverable 02). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the FEDSIM Contracting Officer's Representative (COR).

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 01) for review and approval by the FEDSIM COR and the USG Program Office Technical Point of Contact (TPOC) prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contacts (POCs) for all parties
- b. Draft Project Management Plan (PMP) (Section F, Deliverable 06) and discussion including schedule, tasks, etc.
- c. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government)
- d. Staffing Plan and status
- e. Transition-In Plan (Section F, Deliverable 13) and discussion
- f. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs))
- g. Invoicing requirements
- h. Transition discussion
- i. Updated Baseline Quality Control Plan (QCP) (Section F, Deliverable 10)

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The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section F, Deliverable 36) documenting the Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR (Section J, Attachment F) (Section F, Deliverable 03). The MSR shall include the following:

- a. Activities during reporting period, by task (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status (security clearance, etc.).
- d. Government actions required.
- e. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- f. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for reporting period).
- g. Accumulated invoiced cost for each CLIN up to the previous month.
- h. Projected cost of each CLIN for the current month.
- i. Service Level Agreement (SLAs) scorecard depicting monthly performance against Acceptable Quality Level (AQL) for each SLA.

C.5.1.4 SUBTASK 4 – CONVENE TECHNICAL STATUS MEETINGS

The contractor PM shall convene a monthly Technical Status Meeting with the USG Program Office TPOC, FEDSIM COR, and other Government stakeholders (Section F, Deliverable 04). The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR within five workdays following the meeting (Section F, Deliverable 05).

C.5.1.5 SUBTASK 5 – PREPARE A PMP

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section F, Deliverable 06) on which the Government will make comments. The final PMP (Section F, Deliverable 07) shall incorporate the Government's comments.

The PMP shall:

- a. Describe the proposed management approach.

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- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks and subtasks.
- c. Include milestones, tasks, and subtasks required in this TO.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
- e. Describe in detail the contractor's approach to risk management under this TO.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.

The contractor shall prepare and update, as directed, an SLA (Section F, Deliverable 35) for Government review and approval. The SLAs shall include details on the performance measures, AQLs, and monitoring methods as indicated (Section J, Attachment Y).

C.5.1.6 SUBTASK 6 – UPDATE THE PMP

The PMP is an evolutionary document that shall be updated annually at a minimum (Section F, Deliverable 08). The contractor shall work from the latest Government-approved version of the PMP.

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted (Section F, Deliverable 09). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Section J, Attachment G.

C.5.1.8 SUBTASK 8 – UPDATE BASELINE QCP

The contractor shall update the baseline QCP submitted with its proposal (Section F, Deliverable 10) and then provide a final baseline QCP as required in Section F (Section F, Deliverable 11). The contractor shall periodically provide QCP updates, as required in Section F (Section F, Deliverable 12), as changes in program processes are identified.

Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the TO. The contractor's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The QCP shall describe how the processes integrate with the Government's requirements.

The Government will monitor performance utilizing a Quality Assurance Surveillance Plan (QASP) (Section J, Attachment O).

C.5.2 TASK 2 – PROVIDE TRANSITION SUPPORT

The contractor transition support shall include having all tasks fully staffed with fully qualified personnel, having a plan to integrate staff and assure staff is fully trained, taking over services with no degradation to services, contractor assuming full responsibility for management of all Task Order Request GSC-QF0B-18-33182

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TO requirements, as well as having a plan to transition and deliver all material and information to the Government at the end of the TO.

The contractor shall provide additional augmented support in response to identified crisis action matters with the urgency the matter entails. Additional augmented support shall be staffed and worked within USG Program Office spaces, following the first notification informing the contractor of a request for augmented support.

C.5.2.1 SUBTASK 1 – TRANSITION – IN

The contractor shall update the draft Transition-In Plan (Section F, Deliverable 13) provided with its proposal and provide a final Transition-In Plan as required in Section F (Section F, Deliverable 14). The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No Later Than (NLT) ten calendar days after Project Start (PS), and all transition activities shall be completed 90 days after approval of the final Transition-In Plan (Section F, Deliverable 14).

C.5.2.2 SUBTASK 2 – TRANSITION-OUT

The contractor shall provide Transition-Out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within six months after PS (Section F, Deliverable 15). The Government will work with the contractor to finalize the Transition-Out Plan (Section F, Deliverable 16) in accordance with Section E. At a minimum, the Transition-Out Plan shall be reviewed and updated on an annual basis (Section F, Deliverable 17). Additionally, the Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period (Section F, Deliverable 17).

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes
- b. POCs
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

C.5.3 TASK 3 – PROVIDE ENGINEERING SUPPORT

The contractor shall provide technical and engineering support services in all phases of procurement, programming, installation, testing, implementing, operation, and necessary maintenance related to worldwide fielding of customer assigned projects and systems. As part of this support, the contractor shall provide complete, operational information systems integrated with full command and control architecture. The contractor shall conduct system requirements gathering and participate in analyses, studies, exercises, tests, evaluations, and demonstrations for the customer. The contractor shall review and/or develop plans and methodologies to successfully design, develop, integrate, and/or migrate networks, systems, applications, databases, and/or infrastructures. All plans shall be approved by the USG Program Office, before the contractor can start the build, integration, or implementation of the proposed solution. This shall include requirements analysis and definition as well as preparation of resulting documentation. In addition, the contractor shall provide expertise and support in system engineering, components, and subsystems; and, the contractor shall ensure the interoperability of proposed systems to existing networks and systems including strategic and tactical communications facilities, ground vehicle, maritime, and airborne platforms.

The contractor shall design, build, procure, and integrate new specialized networking attribution technologies and secured architectures with no attribution to the Government, where appropriate, as well as provide the Government with the technical expertise in low-visibility network operations and secure communications strategies.

The contractor shall provide technical support to the customer in the establishment of sound and consistent processes for making telecommunications decisions, implementing customer-approved architecture and standards, managing overall voice, data, and visual communications assets (e.g., massive data processing infrastructure, applications and system software, secure communications networks, and telecommunications support resources), and making sound recommendations.

The contractor shall develop a System Functional Requirements Document (SFRD) (Section F, Deliverable 19) and an Engineering and Installation Plan (EIP) (Section F, Deliverable 20) for each project that is supported under this task and all of its subtasks. The EIP shall include the associated costs for the development, testing, and include but no limited to, the costs for the hardware, software, tools, licenses, maintenance, life cycle management. Once the designed solution is approved by the USG Program Office through the SFRD, EIP and other applicable deliverables required in Section C.5, the contractor shall build the approved solution and install or integrate the solution in accordance with (IAW) Section C.5.5.

C.5.3.1 SUBTASK 1 – ENTERPRISE ARCHITECTURE SUPPORT

The contractor shall design, build and integrate an architecture that is standardized and works together to reduce complexity. The architecture shall enable the Government and the supported organizations that ingest data from collection of manned and unmanned sensors to find and fix high value targets of interest in a myriad of environments. The contractor shall execute the following tasks and identify unique and distinct technologies and services and integrate them into the architecture.

- a. The contractor shall provide an eMAPS architecture consisting of open source, COTS and/or GOTS software services solution capable of operating in global environments to

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include expeditionary, mounted, dismounted, operating bases, fixed ground stations, and garrison headquarters. Additionally, the contractor shall describe the following:

1. The specifications for each environment.
 2. The architecture's ability to scale to the support adding additional organizations and additional users.
 3. What the architecture looks like when deployed.
 - i. If deployed, identify the locations and organizations that are using these types of form factors.
 4. Current gaps in the architecture and where the contractor recommends the Government fill those gaps – by location and organization.
 5. The methods for monitoring and managing the architecture.
 6. The applications and web services that comprise the architecture.
 7. How the architecture will exchange data (i.e., send and receive).
- b. The contractor shall provide an eMAPS architecture consisting of open source standard architecture with web services and mobile applications capable of geospatially rendering, visualizing, and searching connected data repositories. The solution shall be capable of distributing the data across an open standards architecture and continually execute machine learning. Additionally, the contractor shall describe the following:
1. The application and services that comprise the architecture.
 2. The functions and features of each application and web service.
 3. The method used to distribute and share data across the architecture.
 4. The file types, data standards, and network standards.
 5. The Geospatial Intelligence (GEOINT) cloud services utilized to provide near real-time imagery updates.
 6. The GeoServer and Cesium technologies used for the architecture.
 7. Training to be used to train a user eight hours or less on any applications and web services developed and fielded as part of this effort.
 8. The Application Program Interface format.
- c. The contractor shall provide an eMAPS architecture that distributes data over an architecture that contains no single point of failure and replicates data to a number of nodes across multiple data centers. The architecture shall be capable of managing bandwidth to ensure disadvantaged users at remote sites, who do not contain a vast amount of resources, are active nodes within the eMAPS architecture. Additionally, the contractor shall describe the following:
1. The high availability through redundant services.
 2. The quality service approach utilized and how it interfaces with the Differentiated Services Code Point (DSCP) levels.
 3. The Continuity of Operations Plan.
 4. The load balancing and automatic failover.
- d. The contractor shall provide an eMAPS architecture through RMF at the continuous monitoring level and simultaneously maintaining an Authority to Operate (ATO) on several networks. The eMAPS solution shall be Advanced Encryption Standard (AES)-128 and AES-256 compliant and employ Lightweight Directory Access Protocol (LDAP)

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to enable lookups via Active Directory Federated Services (ADFS) and Public Key Infrastructure (PKI). The architecture shall authenticate via Kerberos, ADFS, and PKI and establish two-way LDAP, Forrest Trust, ADFS, or PKI. Additionally, the contractor shall describe the following:

1. The RMF process to obtain or maintain the IC Directive 503 RMF.
 2. The application of attribute based security.
 3. The application of user authentication and authorization.
 4. The established technical controls for handling Foreign Intelligence Surveillance Act (FISA) data.
- e. The contractor shall provide an eMAPS architecture to support integrated Commercial Cloud Services (C2S) (such as Amazon Web Services (AWS) Microsoft Azure, etc.) solution for the applications and software defined networking and storage capabilities, applications, and systems operating in these cloud constructs and environments. These solutions shall provide C2S architectures for classifications from unclassified through TS. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.
 2. The applications and web services that comprise the cloud architecture.
- f. The contractor shall provide an eMAPS architecture through an agile software development and operations environment and an architecture that will continuously evolve as technologies advance and progress that can withstand a dynamic requirements process. The eMAPS architecture shall be capable of integrating new data sources without any major disruption to the architecture through each development cycle. Additionally, the contractor shall describe the following:
1. The software development and operations process.
 2. The minimum and maximum number of software releases each year.
 3. The maintenance plan for data in its raw state.
 4. The integration of data sets supporting multiple disciplines to include intelligence, public affairs, operations, information operations, and PAI.
- g. The contractor shall provide an eMAPS architecture with mobile, mobility, and wireless capabilities that enables organizations to operate at a minimum with multiple mobile platforms (e.g., Android and Windows) and tough books. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The integration of the mobile, mobility, and wireless capabilities into the eMAPS architecture.
 4. The ruggedized, lightweight, and expeditionary platform that supports disconnected operations for the Mission Command design when it is deployed.
- h. The contractor shall provide an integrated eMAPS architecture to produce, report, forecast, and analyze various data and PAI. The contractor shall integrate multiple offices, directorates into a professionally branded PAI construct supporting multiple disciplines to include intelligence, public affairs, operations, and information operations. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.

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2. The applications and web services that comprise the architecture.
 - i. The contractor shall provide user guides, technical guides, and training to the user community for capability delivered. Documentation shall include Interface Control Documentation for all systems and subsystems and shall include any other documentation specified by the Government.

C.5.3.2 SUBTASK 2 – MACHINE LEARNING SERVICES

The contractor shall design, build and integrate an architecture that enables the Government to provide enterprise machine learning services for a wide range of disciplines and missions in all environments globally to include expeditionary, mounted (e.g., maritime, vehicles, aircraft), dismounted, operating bases, fixed ground stations, and garrison headquarters. Additionally, the contractor shall provide the following:

- a. Data analytics and coding to predict, uncover, and determine historical relationships and trends data. The contractor shall focus on machine learning at a minimum in the following categories: geospatial, development operations, cyber security, psychological profiles, social media, text categorization, and video. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The disciplines and types of data that can be supported by the machine learning services.
- b. An architecture that supports the following video analytics attributes at a minimum:
 1. Renders bounding boxes with labels on top of the video.
 2. Bounding boxes shall be colored by label.
 3. Bounding boxes shall disappear after one second.
 4. Contain a quick-action button that grabs frame with embedded overlays and stores the erroneous frame in a directory.
 5. Object detection results consist of 0601 Key-Length Value (KLV) format with additional object detection field in eXtensible Markup Language (XML) and/or Javascript Object Notation (JSON).
 6. Side-by-side full motion video and COP within a singular application.
 7. Rewind and fast forward up to a speed multiplier of 32 (32x).
 8. Exploit full motion video frame-by-frame.
 9. Advance video analytics while streaming real-time video and creating products with contrast enhancement, brightness, hue/saturation/gamma, and inverted pixels.
 10. Visualizes object detection results in real time geospatially.
 11. Visualizes entities by track identification on the map.
 12. Implements the COTS specifications with 4-corner information, entity label, entity name, confidence percentage, and video Presentation Timestamp (PTS) information from Minotaur.
 13. Geo-rectifies bounding boxes using 4-corner KLV.

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14. Alerts users when their geospatial boundary that contains an object based on a sensor footprint and labels within the video stream.
15. Enterprise object detection architecture enables object detection results to be visualized and provides a rewind function for all object detection results in time.
16. Stores object detection results so that they can be correlated with the correct sensor and played back over the video at exactly the correct time.
17. Translate documents from multiple foreign languages to English to include, at a minimum, Arabic, German, Russian, Persian, Kurdish, and Tajik.
18. Categorize multi-media such as images and videos and entities identifying personnel, vehicles, installations, and equipment.
19. Establish automated workflows for forensic imaging and data export for common device types including but not limited to smart phones, flash memory devices such as Secure Digital (SD) cards and USB drives, hard disk drives, and optical media.
20. Perform Optical Character Recognition (OCR) to convert images of text to editable text file.
21. Provide for learning feedback mechanism to further refine contextual translation ability when dealing with phrases vice literal word for word translations.
22. Provide ability to perform real-time Binary Large OBject (BLOB) type analysis and classification in video into categorical typesets including but not limited to person, vehicle, building.
23. Provide ability to perform BLOB type analysis and classification in still imagery into categorical typesets including but not limited to person, vehicle, building.
24. Establish baseline supervised correlation algorithms for geospatial, social, and event-based associations.

C.5.3.3 SUBTASK 3 – PERSISTENT SERVICES

The contractor shall design, build and integrate an architecture that provides mechanisms for employing both the required internal and external business standards. These services shall enable the Government and supported organizations to provide persistent services for planning, command and control, processing, exploitation, and dissemination. These services also include IT type services. The contractor shall execute the following tasks and also identify unique/distinct technologies and services.

- a. Provide an eMAPS architecture to support enterprise chat, video, voice, and mapping services. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
- b. Provide an eMAPS architecture to support social networking, multi-media, PAI, and key performance indicators. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
- c. Provide an eMAPS architecture with data analytics to support PAI and/or commercially available information. Additionally, the contractor shall describe the following:

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1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The design of the entity resolution, disambiguation, tracking of entities across platforms, and geographies when deployed.
- d. Provide an eMAPS architecture with data analytics to support operational environment (terrain and threat), course of action analysis, develop and visualize a COP, hypothesize future threat actions, targets effects (i.e., plan, execute, and assess), and information collection analysis. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
- e. Provide an eMAPS architecture to support decisive action training environment, enable each warfighting function to include intelligence, mission command, movement and maneuvers, fires, sustainment and protection, full spectrum operations, and ensure interoperability between the conventional army, Special Operation Forces (SOF), IC, law enforcement, and coalition partners. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed meets the following characteristics:
 - i. Open Systems / Standards Architecture.
 - ii. An elastic (scalable, robust) architecture.
 - iii. Integrates intelligence with operations and staff services.
 - iv. Minimum of TRL 7.
 - v. Capable of obtaining Joint Interoperability Test Center (JITC) compliance.
 - vi. Has a completed RMF Body of Evidence (BoE) and is ready for ATO submittal.
 - vii. Provides full motion video management services, collection management services, and geospatial services.
 - viii. Supports multi-media data.
 2. The applications and web services that comprise the architecture.
- f. The contractor shall provide support with the Operations and Maintenance (O&M), troubleshooting, and repair of supported systems. The contractor shall analyze test data and report the results in an O&M Status Report (Section F, Deliverable 21).
- g. The contractor shall modify application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, the contractor shall install and configure automated tools to track network configuration; monitor status and performance; detect, diagnose, and resolve network problems; and project future capacity requirements.

**C.5.3.4 SUBTASK 4 – COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS,
AND INTELLIGENCE (C4I) SYSTEMS INTERGRATION SUPPORT**

The Government is seeking full lifecycle support for next generation compute, storage, networks, governance, and software/systems development to enhance current and future capabilities of sensors, analytics, software and systems development, business and IT automation, and IT

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operations. The contractor shall provide governance, compliance, and risk support and consulting for enterprise IT. This support includes, but is not limited to:

- a. Obtaining, connecting, securing, developing, and optimizing resources and applications in cloud environments.
- b. Developing software and systems for service delivery in global, resource constrained infrastructures.
- c. Developing, deploying, analyzing, and securing IoT technologies and infrastructures.
- d. Designing, deploying, maintaining, and provisioning distributed High Performance computer environments.
- e. Automating and optimizing IT Operations through process improvements, governance, and software.
- f. Improving business processes and automation for Human Resource (HR), Logistics, Operations, Plans, Contracting, and Finance.
- g. Designing, deploying, operating, maintaining, and securing software-defined infrastructures.
- h. Delivering global, near real-time live and on-demand full motion video to robust and austere environments.
- i. Providing managed services and SLAs development for global terrestrial and non-terrestrial WANs, situational awareness networks and devices, IT operations, and video distribution.
- j. Developing, creating and integrating content, analyzing, and deploying augmented reality and virtual reality technologies and systems.
- k. Providing support with the O&M, troubleshooting, and repair of supported systems. The contractor shall analyze test data and report the results in an O&M Status Report (Section F, Deliverable 21).
- l. Modifying application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, the contractor shall install and configure automated tools to track network configuration; monitor status and performance; detect, diagnose, and resolve network problems; and project future capacity requirements.

Performance under this task shall at a minimum utilize the following industry best practices as necessary:

- a. Service-oriented Architectures and Micro services.
- b. Project Management Body of Knowledge (PMBOK).
- c. Agile Development.
- d. Information Technology Infrastructure Library (ITIL).
- e. Information Systems Audit and Control Association (ISACA) Control Objectives for Information and Related Technologies (COBIT).
- f. Department of Defense Architecture Framework (DoDAF), The Open Group Architecture Framework (TOGAF), or Federal Enterprise Architecture Framework (FEAF).

C.5.3.5 SUBTASK 5 – C4I TRANSMISSIONS SYSTEMS SUPPORT

Contractor support shall include network transmissions systems innovation through responsive support. The contractor shall have the ability to develop, build and integrate network transmission capabilities across air, land, sea, and space platforms. The Government requires full programmatic support through all phases of project management. The support shall include problem identification and analysis, development of material solutions, test and evaluation of candidate material solutions, fielding, and sustainment. This support includes:

- a. Analysis:
 - 1. Supporting LOS and BLOS RF transmissions systems including, but not limited to, handheld and man-pack radios, RF data links such as Link 16, CDL and BECDL, Full Motion Video Distribution Systems, Geosynchronous, Medium Earth Orbit and Low Earth Orbit satellite architectures, infrastructure, and earth terminals ranging from less than 30 centimeters to greater than seven meters. Supporting airborne, maritime, and ground vehicular Communications On-the Move (COTM) capability and supporting surrogate satellite or near space vehicles.
 - 2. Conducting in depth studies and analysis in order to inform acquisition decisions.
 - 3. Conducting objective market analysis to determine the ability of industry to meet material requirements through COTS capability or to inform the Government on the need to develop a solution to meet a capability gap.
 - 4. Conducting network architecture studies in order to inform the Government of the latest trends in network transport capability that might better support the Government and how best to integrate new capability into the existing Government architecture.
- b. Development:
 - 1. Developing material solutions to capability gaps that cannot be resolved through changes in Tactics, Techniques, and Procedures (TTP).
 - 2. Creating innovative methods to enable the Government to realize operational capability in an 18-month window from idea to field able capability within the DoD acquisition process.
 - 3. Conducting developmental testing, operational user assessments and interface, and supporting testing with interoperability agencies such as the National Assessment Group (NAG) and the JITC.
 - 4. Developing test plans (Section F, Deliverable 29), executing testing, and documenting results.
 - 5. Integrating critical transmissions capabilities across air, land, sea, and space platforms.
 - 6. Developing and integrating mission module capability into the Next Generation Handheld and Manpack radio via either a mission module for the handheld radio or via a module in suitable form factor to fit within the design of the Next Generation Manpack radio. This effort includes developmental efforts related to next generation waveforms for both LOS and BLOS capabilities.
 - 7. Developing transmission systems test payloads and integrating test payloads onto select fixed wing and other manned and unmanned near space vehicles.

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8. Modifying and integrating select COTS based LOS and BLOS antennas and other communications capabilities for government use, including hardening these capabilities in order to meet Governmental requirements for environmental exposure, shock, and vibration in a military environment. Additionally, ensure compliance for electromagnetic interference and electromagnetic compatibility for use on select ground vehicular, maritime, and airborne platforms.
 9. Conduct pre-planned product improvement (P3I) efforts to previously fielded C4ISR capabilities. This includes integration and test of P3I related efforts post upgrade resultant from the P3I effort.
 10. Test and integrate into the existing C4ISR architecture select commercial service based capabilities, COTS, and GOTS capabilities.
- c. Fielding and Sustainment:
1. Fielding material solutions to CONUS and OCONUS locations.
 2. Supporting Cyber compliance for material solutions.
 3. Drafting Fielding and Deployment Release, DD form 1494, and other documents required for fielding new capability.
 4. Sustaining fielded capability through the Government Configuration Management and Life Cycle Sustainment process. This includes building and managing a Government provided Portal site providing ready visibility to all sustainment activities for the Government.
 5. Procuring capability as required by the customer.
 6. Providing support with the O&M, troubleshooting, and repair of supported systems and analyzing test data and reporting the results in an O&M Status Report (Section F, Deliverable 21).
 7. Modifying application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, installing and configuring automated tools to track network configuration; monitoring status and performance; detecting, diagnosing, and resolving network problems; and projecting future capacity requirements.

C.5.4 TASK 4 – PROVIDE CAPABILITY AND ASSET MANAGEMENT SUPPORT

The contractor shall research, develop, and analyze related capabilities and tools. The contractor shall investigate emerging technologies and provide recommendations based on their applicability to the USG Program Office's systems. The contractor shall apply a structured methodology to evaluate and recommend COTS hardware, software, and services to meet specific requirements; adjusting the methodology, when warranted, including prototypes and pilots to address risk. The contractor shall consider Government systems and security agencies (such as JITC) in making these recommendations.

In providing this support, the contractor shall:

- a. Inventory and manage existing assets for use when requests or requirements from components are received. This data will be inputted to an existing inventory management system.
- b. Provide recommendations for tools and applications.

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- c. Support performance data transfer.
- d. Review new and legacy capabilities.
- e. Provide expertise and input to market research documentation.
- f. Provide input to technical staff in brainstorming sessions.

In addition, the contractor shall provide unique access to and procurement mechanisms for PAI from industry and other Government –approved data sources. The contractor shall provide an inventory of assets purchased and location, as well as planned purchases (Section F, Deliverable 22).

C.5.5 TASK 5 –PROVIDE TECHNICAL INSTALLATION AND INTEGRATION SUPPORT

The contractor shall manage all aspects of the executive staff communication portfolio to include the design, build out and integration of hardware and specialized applications, systems, and platforms that will integrate with existing command architectures and networks.

The contractor shall also support the design, build, installation, and integration of the systems and applications developed in Section C.5.3, as applicable, as well as ensure that all systems and applications are fully integrated into legacy systems and architectures and are consistent with combining all essential elements of information into a single, unified network transportation architecture.

The contractor shall support all communications platforms including ground based vehicular, maritime, and airborne platforms.

Satellite bandwidth required for supporting this effort will be funded by the USG Program Office.

C.5.5.1 SUBTASK 1 – EMAPS ENVIRONMENT BUILD/DEVELOPMENT SUPPORT

The contractor shall develop, build, or produce hardware, software, source codes, and application products to support the eMAPS requirements. Upon approval from the USG Program Office on the designed eMAPS solution to include but, not limited to Enterprise Architecture Support, Machine Learning Services, and Persistent Services and associated documents, the contractor shall develop and build the approved solution. Once the solution is built, tested and approved by the USG Program Office it shall be installed and implemented in the active operational environment. The development and build out not only applies to software, applications, source code, hardware, automated tools, but also all related source and installation build instructions and utilities sufficient to reconstruct the installation media, test installation, and perform testing.

The contractor's development environment shall conform to the following guidelines:

- a. The development environment shall be logically isolated from other networks, to include corporate enterprise and other classified and unclassified networks.
- b. Security Program guidelines for the environment shall be prepared and delivered to the Government for review and approval before developing any software, application, source code, or hardware.
- c. The Security Program implemented shall use the security controls described in National Institute of Standards and Technology (NIST) Special Publication 800-53 (latest

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

revision), Recommended Security Controls for Federal Information Systems and Organizations as a guide.

- d. The development environment shall be isolated and protected via Government approved firewall technology from the contractor's corporate (and other) network, and when accessed remotely, meet the DoD standards for remote access.

The contractor shall provide hardware and media (Section F, Deliverable 37) for all source code, software, applications, hardware, installation kits, documentation (including those related to architecture, test design and test results, and installation procedures), build procedures/scripts, and any other eMAPS capabilities developed under this TO in a secure manner at the end of each project or as requested by the Government.

C.5.5.2 SUBTASK 2 – PROVIDE TECHNICAL INSTALLATION AND IMPLEMENTATION SUPPORT

The contractor shall conduct initial site surveys at sites provided by the Government. The contractor shall analyze site communications requirements and recommend the necessary complements of equipment to satisfy specific communications and intelligence requirements provided by the Government. The contractor's analysis shall consider site missions and equipment capabilities to achieve an optimum utilization of ground equipment and satellite resources. The contractor shall assure communications equipment accessibility and an acceptable environment, as well as ensure that equipment that will be installed does not interfere with local facilities. The findings of this survey shall be provided in a Site Survey Report (SSR) and Project Concurrence Memorandum (PCM) (Section F, Deliverable 23).

The contractor shall develop the Site Preparation Plan (Section F, Deliverable 24) required to ready a new or existing site to accept new equipment. This plan shall describe the civil, structural, mechanical, and electrical requirements necessary to meet the operating requirements of the new equipment. During this phase the contractor shall develop a Configuration Management Plan (CMP) (Section F, Deliverable 25) and Task Execution Plan (Section F, Deliverable 26). The contractor shall support the design, build, installation and implementation of these systems and applications to include but, not limited to Enterprise Architecture Support, Machine Learning Services, and Persistent Services, as required. In order to accomplish this, the contractor shall perform site surveys and prepare Facility Design Criteria (FDC) (Section F, Deliverable 27), Interface Control Documents (ICDs) (Section F, Deliverable 28), Test Plans (Section F, Deliverable 29), and systems acceptance and accreditation documentation.

As required and identified by the Government, the contractor shall translate system design into testable, maintainable software modules that meet user and design requirements; apply iterative approaches to facilitate staged testing, implementation, and deployment; and apply Commercial Automated Software Engineering (CASE) tools to prototyping activities.

C.5.5.3 SUBTASK 3 – TESTING

The contractor shall support the testing of the systems and applications developed in Section C.5.3 to include but not limited to Machine Learning Services and Persistent Services, as applicable, to obtain requisite certifications. These certifications include but are not limited to ATO from the designated approval authority, NAG evaluation, as well as Joint Interoperability Certification and Assessment from the JITC. Prior to conducting testing, the contractor shall develop a Test Plan (Section F, Deliverable 29). The contractor shall perform analyses,

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

evaluations, tests, reviews, studies, as required, and document and assist in all efforts associated with engineering/configuration support and documentation on various telecommunications systems, such as on Unclassified, Secret, and TS networks. These services may include preparing, reviewing, and/or updating Prime Item Specifications, performing Producibility Engineering and Planning (PEP) and Pre-Production Readiness Production Evaluations (Section F, Deliverable 30), and evaluating material change suggestions and other scientific and technical reports. Further, the contractor shall provide Computer-Aided Design (CAD) design documents (Section F, Deliverable 31) and capabilities to include scanning, plotting, managing, and storing of drawings in digital or analog format.

The contractor shall provide the technical and management support necessary to ensure the customers are able to execute equipment, contractor, and in-house test programs efficiently, effectively, and within established schedule guidelines. The contractor shall assist the Government with designing, planning, and managing test programs that minimize overall programmatic risk thereby increasing the likelihood of efficient, cost-effective initial fielding and lifecycle support of equipment.

The contractor shall test and exercise the appropriate configurations of multiple hardware or software components of information systems or communications networks as necessary to deliver stated levels of performance, interoperability, and maintenance support within the known constraints of the customer or the supported organization's telecommunications infrastructure. Prior to the completion of testing, the contractor shall develop a Technical Acceptance Recommendation (Section F, Deliverable 32) documenting the findings. The Technical Acceptance Recommendation shall be provided to the USG Program Office and FEDSIM COR for review and approval. The contractor shall be available to address any issues encountered during installation, test, or resolve any problems as requested.

C.5.6 TASK 6 –PROVIDE TRAINING AND SYSTEM TRANSITION SUPPORT

The contractor shall provide initial, specialized, technical, and administrative training for the applications and systems developed and procured under this TO to provide the Government with the necessary knowledge to effectively use and manage the systems and applications being fielded and supported. The contractor shall also provide user familiarity training and system management training for the systems and applications developed under this TO. The contractor shall document the training manuals and transition milestones and objectives in a Training Plan (Section F, Deliverable 33).

The contractor shall perform the specified training in both CONUS and OCONUS locations. The contractor shall be prepared to provide training to both Government and non-Government personnel, as well as training specifically developed for approved foreign nationals. The contractor shall also assist the Government in transitioning the system to Government management, as applicable.

The contractor shall provide the following engagement activity support:

- a. Develop, maintain, and periodically publish Training Materials (Section F, Deliverable 34) to ensure an informed and knowledgeable workforce. Training materials include, at a minimum, the following:
 1. Training plans
 2. Training schedules

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3. Procedural documents that may be required
- b. Develop and update classes including any associated training aids, exercises, and tests. Activities required for course instruction include, at a minimum, the following:
 1. Securing classroom locations
 2. Preparing/disseminating course announcements
 3. Registering students
 4. Preparing instructional materials and classrooms
 5. Coordinating with Subject Matter Experts (SMEs)
 6. Preparing certificates
- c. Maintain training records in a database that can easily be manipulated to gather the tailored statistics required by the Government.
- d. Each training course shall be piloted to obtain feedback and updated as necessary to include modifications to the class format, duration, and content.
- e. Maintain the internal Evaluator Development Training Program, which determines evaluator training requirements and how they will be met.
- f. Maintain records that facilitate determining each evaluator's developmental progression.

Training will be conducted in CONUS and OCONUS locations as directed by the Government. Classes may vary in length and in attendees.

**C.5.7 TASK 7 – PROVIDE ADDITIONAL EMAPS AUGMENTED SUPPORT
(OPTIONAL)**

Unpredictable world events require that the USG Program Office have the capability to provide reach-back, additional augmented personnel, support to provide additional eMAPS support to combat threats and conduct SOF activities in pressing situations. The Government reserves the right to exercise additional eMAPS augmented support services at any point during the TO performance, in accordance with the terms and conditions of the contract. The contractor shall provide additional augmented support for any requirement in Section C.5 that is within the scope of the TO. These events may be in conjunction with other USG and DoD organizations as a result of SOF activities in the USG and DoD. Additional as-needed expansion support requirements to counter unknown threats may be variable in length, but the period of performance of each optional CLIN cannot exceed the period in which the optional CLIN is exercised by the FEDSIM CO. The contractor shall meet and maintain requirements identified by the USG Program Office TPOC and the FEDSIM COR during events of contingency, training situations, or wartime in order to support directed expansion planning, exercises, and operations when required by the USG Program Office. Examples include additional cleared and qualified Engineering personnel to provide complimentary communications support during events that require additional support.

When the requirement for additional eMAPS augmented support is identified, the Government will notify the contractor in advance and exercise the optional additional augmented support. The additional augmented support shall not result in a decrease of support to other TO requirements unless approved by the FEDSIM CO and COR.

The following applies to the performance of eMAPS additional augmented support:

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- a. The Government will determine the amount of additional eMAPS augmented support required at the time of the crisis action matter. Each crisis action matter may require a different amount and length of augmented support.
- b. The contractor shall provide additional eMAPS augmented support in response to identified crisis action matters with the urgency the matter entails. Additional eMAPS augmented support shall be staffed and worked within USG Program Office spaces, following the first notification informing the contractor of a request for additional augmented support

Once a crisis action matter has been declared ended or the additional augmented support is no longer needed, the contractor shall proceed with an orderly and efficient transition-out period NTE 30 days. During the transition-out period, the contractor shall fully cooperate with, and assist the Government with, activities closing out the crisis action matter, developing required documentation, transferring knowledge, and documenting lessons learned.

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR and USG Program Office TPOC. The USG Program Office TPOC and Government Site POCs will provide input regarding contractor performance to the FEDSIM COR.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and USG Program Office TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

SECTION E - INSPECTION AND ACCEPTANCE

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO/COR will provide written notification of acceptance or rejection (Section J, Attachment H) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this TO is a one-year base period and four, one-year option periods.

Base Period: Dates to be added at award.

First Option Period: Dates to be added at award.

Second Option Period: Dates to be added at award.

Third Option Period: Dates to be added at award.

Fourth Option Period: Dates to be added at award.

F.2 PLACE OF PERFORMANCE

The main place of performance is the USG Program Office Fort Bragg, NC location. Additional places of performance are the contractor's location specified in Section C.5.3 and CONUS and OCONUS locations.

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Abbreviations in the Government Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, Defense Federal Acquisition Regulation Supplement (DFARS)
252.227-7013 / 252.227-7014

LR: Limited Rights, per DFARS 252.227-7013

RR: Restricted Rights, per DFARS 252.227-7014

GPR: Government Purpose Rights, per DFARS 252.227-7013 / 252.227-7014

LiR: License Rights, per DFARS 252.227-7015

The contractor acknowledges that all deliverables developed at the expense of the Government during the period of performance are the property of the Government. The contractor shall transfer to the Government all intellectual property which was developed, purchased on behalf of, or provided by the Government under the performance of this TO.

All products and data developed under this TO shall be delivered with unlimited usage rights, as defined in DFARS clause 252.227.7013 and 7014.

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SECTION F – DELIVERABLES OR PERFORMANCE

Any collateral agreements (within the meaning of DFARS 252.227-7014) proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.11.1 and H.11.2. For purposes of the foregoing, the terms “collateral agreement,” “Supplier Agreement,” and “Commercial Supplier Agreement” have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)		At TOA	N/A
01	Kick-Off Meeting Agenda	C.5.1.2	At least 3 workdays prior to the Kick-Off Meeting	UR IAW 252.227-7013
02	Kick-Off Meeting	C.5.1.2	Within 25 workdays of TOA	N/A
03	Monthly Status Report	C.5.1.3	Monthly, within 5 workdays of the end of the end of the month	UR IAW 252.227-7013
04	Monthly Technical Status Meeting	C.5.1.4	Monthly	N/A
05	Monthly Technical Status Meeting Minutes	C.5.1.4	5 workdays after Monthly Technical Status Meeting	UR IAW 252.227-7013
06	Draft Project Management Plan	C.5.1.2 C.5.1.5	Due at Kick-Off Meeting	UR IAW 252.227-7013
07	Final Project Management Plan	C.5.1.5	10 workdays after receipt of Government comments	UR IAW 252.227-7013
08	Project Management Plan Updates	C.5.1.6	As project changes occur, no less frequently than annually	UR IAW 252.227-7013
09	Trip Report(s)	C.5.1.7	Within 10 workdays following completion of each trip	UR IAW 252.227-7013
10	Updated Baseline Quality Control Plan	C.5.1.2 C.5.1.8	Due at Kick-Off Meeting	UR IAW 252.227-7013

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
11	Final Baseline Quality Control Plan	C.5.1.8	10 workdays after receipt of Government comments	UR IAW 252.227-7013
12	Quality Control Plan Updates	C.5.1.8	As changes in program processes are identified	UR IAW 252.227-7013
13	Updated Transition-In Plan	C.5.2.1	Due at Kick-Off Meeting	UR IAW 252.227-7013
14	Final Transition-In Plan	C.5.1.2 C.5.2.1	10 workdays after receipt of Government comments	UR IAW 252.227-7013
15	Draft Transition-Out Plan	C.5.2.2	Within 6 months of PS	UR IAW 252.227-7013
16	Final Transition-Out Plan	C.5.2.2	10 workdays after receipt of Government comments	UR IAW 252.227-7013
17	Transition-Out Plan Updates	C.5.2.2	Annually and then quarterly during final Option Period	UR IAW 252.227-7013
18	Copy of TO (initial award and all modifications)	F.4	Within 10 workdays of award	N/A
19	System Functional Requirements Document (SFRD)	C.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
20	Engineering and Installation Plan (EIP)	C.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
21	O&M Status Reports	C.5.3.3 C.5.3.4 C.5.3.5	Weekly, at minimum, or within 24 hours of a major event or occurrence	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
22	Assets Inventory	C.5.4	10 days after each purchase	UR IAW 252.227-7013
23	Site Survey Report (SSR) and Project Concurrence Memorandum (PCM)	C.5.5.2	10 days after the completion of the Site Survey	UR IAW 252.227-7013
24	Site Preparation Plan	C.5.5.2	39 calendar days after installation support is initiated by the Government	UR IAW 252.227-7013
25	Configuration Management Plan (CMP)	C.5.5.2	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
26	Task Execution Plan	C.5.5.2	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR IAW 252.227-7013
27	Facility Design Criteria (FDC)	C.5.5.2	30 calendar days after each installation support is initiated by the Government, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227-7015
28	Interface Control Documents (ICDs)	C.5.5.2	30 calendar days after each project is initiated by the Government	UR, LR, or GPR IAW with 252.227-7013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227-7015

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
29	Test Plans	C.5.5.2 C.5.5.3 C.5.3.5	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227- 7015
30	Producibility Engineering and Planning (PEP) and Pre-Production Readiness Production Evaluations	C.5.5.3	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227- 7015
31	Computer-Aided Design (CAD) Design Documents	C.5.5.3	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-2013; or UR, RR, or GPR IAW with 252.227-2014; and LiR IAW with 252.227- 7015
32	Technical Acceptance Recommendation	C.5.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR IAW 252.227-2013
33	Training Plan	C.5.6	30 calendar days after TOA, updates within 5 workdays of changes indicated for each training	UR IAW 252.227-2013
34	Training Material	C.5.6	30 calendar days after TOA, updates within 5 workdays of changes indicated for each training	UR IAW 252.227-2013
35	SLAs	C.5.1.5	PS + 15 days, updated monthly at a minimum	UR IAW 252.227-2013

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
36	Kick Off Meeting Minutes	C.5.1.3	Within 5 days after Kick Off meeting	UR IAW 252.227-2013
37	Release Hardware or Media with Executable software applications (Object and Source Code) to include baseline documentation with software baseline matrices.	C.5.5.1	Within 5 business days after Government approval of the Technical Acceptance Recommendation	UR IAW 252.227-2013 for documentation; UR IAW 252.227-7014, or RR IAW 252.227-7014, or GPR IAW 252.227-7014 for software, capabilities, source code

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with DFARS 252.227-7013 and 252.227-7014.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 18). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

SECTION F – DELIVERABLES OR PERFORMANCE

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USG Program Office's designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- | | |
|-----------------|-------------------------|
| a. Text | Microsoft (MS) Word |
| b. Spreadsheets | MS Excel |
| c. Briefings | MS PowerPoint |
| d. Drawings | MS Visio, MS PowerPoint |
| e. Schedules | MS Project, MS Excel |

F.6 PLACE(S) OF DELIVERY

Copies of all deliverables shall be delivered to the FEDSIM COR at the following address:

GSA FAS AAS FEDSIM
ATTN: Jonathan Capriles, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 219-1270
Email: jonathan.capriles@gsa.gov

Classified email provided at award.

Copies of all deliverables shall also be delivered to the USG Program Office TPOC. The USG Program Office TPOC's name, address, and contact information will be provided at award.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment E**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Julio Almazan
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 595-4153
Email: andres.almazan@gsa.gov

Contracting Officer’s Representative:

Jonathan Capriles
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 219-1270
Email: jonathan.capriles@gsa.gov

Technical Point of Contact:

Provided after award.

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: DE00880

Project Title: eMAPS

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

SECTION G – CONTRACT ADMINISTRATION DATA

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

G.3 INVOICE REQUIREMENTS

The contractor may invoice the fixed fee on a monthly basis. The monthly fixed fee invoiced shall be proportionate to the amount of labor expended for the month invoiced.

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and USG Program Office TPOC for review prior to its submission to GSA. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

If the TO has different contract types, each shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following metadata:

- a. GWAC Contract Number
- b. Task Order Award Number (NOT the Solicitation Number)
- c. Contractor Invoice Number
- d. Contractor Name
- e. Point of Contact Information
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

G.3.1 COST-PLUS-FIXED-FEE (CPFF) CLINS (FOR LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPFF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company
- c. Exempt or non-exempt designation
- d. Employee Alliant labor category
- e. Current monthly and total cumulative hours worked
- f. Direct Labor Rate
- g. Effective hourly rate (e.g., cumulative costs/cumulative hours)
- h. Current approved billing rate percentages in support of costs billed
- i. Itemization of cost centers applied to each individual invoiced
- j. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)
- k. Fixed Fee Amount
- l. Any cost incurred not billed by CLIN (e.g., lagging costs)
- m. Labor adjustments from any previous months (e.g., timesheet corrections)

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

G.3.2 TOOLS AND OTHER DIRECT COSTS (ODCS)

The contractor may invoice monthly on the basis of cost incurred for the Tools and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Tools and/or ODCs purchased
- b. Request to Initiate Purchase (RIP) number or identifier
- c. Date accepted by the Government
- d. Associated CLIN
- e. Project-to-date totals by CLIN
- f. Cost incurred not billed by CLIN
- g. Remaining balance of the CLIN

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All cost presentations provided by the contractor shall also include OH charges, G&A charges, and Fee in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR as applicable. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN and Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN and Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request (TAR) number or identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding ten percent of the approved versus actual costs
- l. Indirect handling rate

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost disclosure statement.

G.4 TASK ORDER CLOSEOUT

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

H.1 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO.

- a. Project Manager (PM)
- b. Chief Technologist Lead (CTL)
- c. Senior Engineering Manager
- d. Senior Telecommunications Engineer

The Government desires that Key Personnel be assigned for the duration of the TO. All Key Personnel shall have a current TS Clearance with Sensitive Compartmentalized Information (SCI) at proposal submission.

H.1.1 PROJECT MANAGER (PM)

The PM shall act as the overall lead, manager, and administrator for the contracted effort. The PM shall direct efforts of cross-competency teams, to include contractors at multiple locations, and shall serve as the primary interface and POC with Government program authorities and representatives on technical and project issues. The PM shall be responsible for regularly briefing leadership on program status and milestones. The PM shall oversee contractor personnel project operations by developing procedures, planning, and directing execution of the contractual, technical, multi-disciplinary engineering, programming, maintenance, and administrative support effort, and monitoring and reporting progress. The PM shall manage acquisition and employment of project resources and control financial and administrative aspects of the project.

It is required that the PM has the following qualifications:

- a. A minimum, Bachelor’s degree in engineering, computer science, or other related technical field or Bachelor’s degree in a business or management-related field accompanied by experience managing complex engineering TOs.
- b. A minimum of six years of experience managing complex projects of a similar size, scope, and complexity to Section C requirements and an active certification in one of the following:
 - 1. Active Project Management Institute (PMI) Project Management Professional.
 - 2. Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management.
 - 3. Federal Acquisition Certification for Program and Project Managers (FAC P/PM) Level 3.

It is desired that the PM has the following qualifications:

- a. Master’s degree in engineering, computer science, or other related technical field.
- b. Ten years of experience in a military environment performing in a related subject area (engineering, computer science, etc.) to that of the TOR.
- c. Twenty years of experience working as a contractor Project Manager supporting Government requirements similar to the TOR.

- d. An active PMI Project Management Professional, Program Management Professional (PgMP) certification, DAWIA Level III Program Management certification, the FAC P/PM Level 3, or Certified Scrum Master.
- e. Six years of experience leading a team utilizing Agile Software Development methodologies to successfully integrate Mission Command and Processing, Exploitation and Dissemination web services that have been certified and accredited following an RMF.

H.1.2 CHIEF TECHNOLOGIST LEAD (CTL)

The CTL shall be responsible for overseeing all technical aspects of the project that involves engineering development, architecture, integration and interface design analysis, installation, integration, fielding and field analysis, operations, maintenance, and testing of hardware and software. The CTL shall ensure that technical planning, leading, organizing, and motivating of teams of contractors and subcontractors are being achieved to a high level of performance, technical, and engineering quality. The CTL shall be responsible for researching, cost-justifying, recommending, and establishing current and future hardware and software architectures for all aspects of IT, from networks to operating systems and shared software services.

The CTL shall support system-level design and configuration of products including determination of hardware, operating system, and other platform specifications to meet project requirements while maintaining interoperability with existing sponsor network(s). The CTL shall perform a variety of network engineering tasks and activities concerned with major systems design, integration, and implementation, and shall often be called on to troubleshoot unique or complex problems.

It is required that the CTL has the following qualifications:

- a. Bachelors of Science/Engineering degree in Electrical, Computer Engineering, System Engineering, Network Engineering or other related technical field.
- b. A minimum of ten years of experience managing complex projects of a similar scope and complexity encompassing machine learning, artificial intelligence, mobile IT, cloud computing, IoT, biometrics, virtual networking, software application integration, big data, cyber security technologies, ecosystems, and architecture.
- c. Minimum of 10 years of experience supporting operations centers supporting 15,000 or more customers and integrating service providers for a blend of basic and premier customers.
- d. Six years of experience leading a team utilizing Agile Software Development methodologies to successfully integrate Mission Command and Processing, Exploitation, and Dissemination web services that have been certified and accredited following the Government's RMF.
- e. 8570 certification (minimum Information Assurance Management (IAM) Level III)

It is desired that the CTL has the following qualifications:

- a. Master's degree in engineering, computer science, or other related technical field.
- b. Cisco Certified Internetwork Expert (CCIE) certification or equivalent.
- c. Microsoft Certified Solutions Expert (MCSE) certification or equivalent.

- d. In-depth experience supporting a global IT architecture within the DOD and Special Operations Community.
- e. Experience and knowledge of Continuity of Operations (COOP) and Alternate Operating Locations (AOL).
- f. Experience in collaborating with counterparts in other DOD and governmental organizations and at senior levels, where customers and mission areas supported.
- g. Proven skills in translating requirements into functional solutions.
- h. Proven skills in managing the development and implementation of new technology, to include the design, integration, migration of network infrastructure and services, maintenance and troubleshooting, and recommending enhancements.
- i. Minimum six years of experience and extensive knowledge of Federal, DoD, and agency regulations, standards, guidelines, and framework applicable to communication activities and DOD acquisition
- j. Ten years of experience designing local, regional, WAN, and network systems and subsystems supporting voice, video, data, and imagery information.
- k. Ten years of experience leading teams of network, system, and architecture engineers.
- l. Ten years working with DoD IA policy and guidelines and applying their implications on network architecture design and configuration.
- m. Cloud Certification
- n. Internet Protocol Engineering Professional (IPEP)
- o. Registered Communications distribution designer (RCDD)
- p. Certified Telecommunications Network Specialist (CTNS)
- q. Systems Security Certified Practitioner (SSCP)
- r. Comp TIA Advance Security Practitioner (CASP)

H.1.3 SENIOR ENGINEERING MANAGER

The Senior Engineering Manager is responsible for multiple teams engaged in the technical design and engineering functions, directs the technical organization to ensure progress according to technical objectives within budgetary and schedule guidelines, oversees the design of both new and existing IT products, analyzes, evaluates, and plans methods of approach and organizes the means to achieve solutions to highly complex technical problems.

It is required that the Senior Engineering Manager has the following qualifications:

- a. Bachelors of Science/Engineering degree in Electrical, Physics or Engineering Technology with course work equivalent to a BSSE program.
- b. A minimum of six years of experience managing complex projects of a similar scope, and complexity to Section C requirements.
- c. Six years of performance as an IT engineer.

It is desired that the Senior Engineering Manager has the following qualifications:

- a. Master's degree in engineering, computer science, or other related technical field.

H.1.4 SENIOR TELECOMMUNICATIONS ENGINEER

The Senior Telecommunications Engineer studies, designs, engineers, constructs, installs, and coordinates telecommunications equipment, systems, and facilities; and performs engineering studies involving equipment, applications, or theoretical analyses of such engineering methodologies.

It is required that the Senior Telecommunications Engineer has the following qualifications:

- a. Bachelors of Science/Engineering degree in Electrical, Physics, or Engineering Technology with course work equivalent to a BSSE program.
- b. A minimum of six years of experience managing complex projects of a similar size, scope, and complexity to Section C requirements.
- c. Three years as a Senior Telecommunications Engineer.
- d. Three years planning and executing local and long-haul communications

It is desired that the Senior Engineering Manager has the following qualifications:

- a. Master's degree in engineering, computer science, or other related technical field.

H.1.5 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the contractor shall notify the FEDSIM CO and the FEDSIM COR of the existing TO. This notification shall be no later than fifteen calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

H.2 GOVERNMENT-FURNISHED PROPERTY (GFP) AND GOVERNMENT-FURNISHED INFORMATION (GFI)

The contractor shall provide written confirmation of receipt for and maintain custody and accountability of any GFP including hardware, software, and GFI provided during the course of performance of this effort. All GFP will be returned to the customer in "as is" condition at the end of the period of performance.

H.3 SECURITY REQUIREMENTS

H.3.1 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these

materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

H.3.2 SECURITY CLEARANCES

In order to report to USG Program Office designated spaces for the first day of employment, contractor personnel must possess a current TS clearance with an SCI determination reflected in Joint Personnel Adjudication System (JPAS) and be formally nominated by their company's security office to be indoctrinated into SCI programs. All contractor personnel proposed to work in an USG Program Office designated space shall be TS/SCI eligible at time of proposal submission. A large majority of the work under this TO is expected to take place in a USG Program Office designated space. As a result, the Government estimates at least 95 percent of contractor personnel are required to:

- a. Have undergone a Single Scope Background Investigation (SSBI) or Single Scope Background Investigation Periodic Review (SSBI-PR) within the last five years that was favorably adjudicated.
- b. Have no break, greater than 24 months, in military service, Federal civilian employment, or access to classified information under the Industrial Security Program.
- c. Possess a current TS security determination.
- d. Possess a SCI determination reflected in JPAS.

If any contracted personnel are unable to obtain a TS clearance with access to SCI within 30 calendar days of initiating support under this TO, the contractor shall:

- a. Notify the Government.
- b. Terminate billing for the employee against the TO.

Furthermore, if any contracted personnel employed by the contractor in support of this TO fail to maintain the required security clearance or access, the contractor shall:

- a. Notify the Government of this discrepancy.
- b. Remove the employee from the USG Program Office designated site.
- c. Terminate billing for the employee against the TO effective the date of loss of clearance.

Each contractor personnel, to include any subcontractors, shall be the subject of an SSBI (with Periodic Reinvestigations based on an SBPR/PPR every five years) and granted a TS/SCI security clearance. It is incumbent upon the contractor to ensure that the necessary security paperwork is submitted in sufficient time to enable each individual contractor to be cleared prior to beginning work on this contract.

The contractor personnel, to include any subcontractors, will have access to unclassified and classified data. For access to classified information, the contractor shall ensure that all personnel having access to classified information have the necessary security clearances. Contractor personnel visiting any Government facility in conjunction with this contract shall be subject to the standards of conduct applicable to Government employees. Site-specific approval regarding access to sensitive materials, computer facility access, issue of security badges, etc. shall be coordinated with the Program Officer (PO) as required.

PKI Requirements: Where interoperable DoD PKI or CACs are required for the exchange of unclassified information between DoD and its vendors and contractors or for access to Public Task Order Request GSC-QF0B-18-33182

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Key-enabled information systems and websites, industry partners shall obtain all necessary certificates. The Government will support the issuing of CACs.

The contractor shall be responsible for providing the appropriate documentation to the Government in order to be properly provided with the Government CAC. The contractor shall comply with all DoD regulations concerning the acquisition of CACs for all contractor personnel, in accordance with the policies and procedures currently in use at each customer location.

The contractor shall provide each employee an identification (ID) badge which shall indicate the date of the start of the contract or the employees' employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include employee's name, contractor's name, functional area of assignment, and color photograph. The contracting officer or his or her authorized representative shall approve the ID badge template before the start date.

Contractor personnel shall wear the ID badge at all times when performing work under this order/contract to include attending Government meetings and conferences within the facility. The contractor shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements in accordance with DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations. The contractor shall provide escort for uncleared personnel.

The Government will be responsible for obtaining security certification for all equipment/systems processing classified information. The Government will identify security certification requirements to the contractor during review of the initial site survey. The contractor shall ensure its O&M procedures comply with those regulations identified within the DD254, Contract Security Classification Specification, which is a part of this contract.

All security requirements for this task are defined in the attached DD254 (Section J, Attachment I).

H.3.3 FACILITY CLEARANCE LEVEL

The contractor shall have a TS level facility clearance. The contractor shall require access to COMSEC information, SCI intelligence information, North Atlantic Treaty Organization (NATO) information, Foreign Government information, and For Official Use Only (FOUO) information.

H.3.3.1 CONTRACTOR FACILITY

To support the USG Program Office, the contractor shall provide a facility within 30 straight line miles of Pope Army Airfield in NC. This facility must have the following characteristics:

1. Measuring at a minimum 20,000 square foot with 100,000 cubic foot of storage space.
2. Space will be environmentally controlled, and certified to store Controlled Cryptographic Items (CCI).
3. Must have a Sensitive Compartmented Information Facility (SCIF) accreditation.

H.4 ANTI-TERRORISM (AT)/OPERATIONS SECURITY (OPSEC)

H.4.1 For contractors requiring CAC. Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigation (FBI) fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

H.4.2 For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors outside the U.S. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives

H.4.3 For contracts that require handling or access to classified information. The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DoD 5220.22-M, notice of which has been furnished to the contractor.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.5.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

The term "contractor" used in this section includes any person, firm, or corporation which has a majority or controlling interest in the Corporation or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority of controlling interest.

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- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (Section J, Attachment J). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.5.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment K and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are listed on a signed Addendum to Corporate NDA Form (Section J, Attachment L) prior to the commencement of any work on the TO.
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- c. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.6 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.7 TRAVEL

Transportation may be commercial means or when mission requirements dictate, the Government may provide transportation for the desired travel via Government vehicle (e.g., car, van, or small truck) or Government aircraft (both fixed wing and rotary).

When contractor personnel are deployed in support of Government exercises and operations, the Government will authorize the use of Government facilities and privileges in the theater of operations. Authorizations will include access to the Post Exchange and commissary, care and treatment at medical and dental facilities, and the use of Government messing and billeting.

H.7.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

Travel to OCONUS locations shall be in accordance with DFARS 252.225.7995. When contractor personnel are deployed in support of exercises and operations, the Government will conduct theater specific training and briefings, issue theater specific clothing and individual equipment, ensure that medical requirements (such as immunization, DNA screening, HIV testing, and dental examinations) for deployment have been met and arrange for transportation to the theater of operations.

H.7.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (Section J, Attachment M) for Government review and approval.

Long-distance travel will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval, at least five days before travel, when Government request to travel occurs more than five days in advance of travel.
- g. Contain USG Program Office TPOC or Government Site POC Approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

Unauthorized travel, or travel not coordinated with the FEDSIM COR or USG Program Office TPOC, shall not be reimbursed.

H.7.3 TRAVEL DOCUMENTS

As part of the processing of contractor personnel, the Government will provide the following distinct forms of identification:

- a. Visas. When deployed in support of the Government, contractor personnel are required to carry a valid passport and visas at all times. The contractor shall coordinate through the Department of State and appropriate embassies for use and issuance of Official U.S. passports and the required visas for travel in support of the Government.
- b. CAC. This card identifies one's status as a contractor employee accompanying the U.S. Armed Forces. This card serves as ID and authorizes access to military facilities.
- c. DD Form 1173 (Uniformed Services ID and Privilege Card). This card is required for access to facilities and use of privileges afforded to military, Government civilians, and military dependents.
- d. DD Form 489 (Geneva Conventions Identity Card for Persons who accompany the Armed Forces). This card identifies one's status as a contractor employee accompanying the U.S. Armed Forces. This card must be carried at all times when in the theater of operations.
- e. International Driver's Permit/License. The international licensing is required to support exercises and operations overseas. The contractor may be required to drive rental and military vehicles in the performance of their duties.
- f. Personal ID Tags. The ID tags shall include the following information: full name, Social Security Number (SSN), blood type, and religious preference. These tags should be worn at all times when in the theater of operations.
- g. Other ID Cards. In addition, other identification cards, courier cards, badges, etc. shall be issued depending on the Government's security requirements.

H.7.4 INSURANCE

The contractor shall be required to have insurance in connection with FAR 52.228-5, (Insurance – Work on a Government Installation) found in Section I.

- a. Workman's compensation insurance required by law of the State where performance is conducted.
- b. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
- c. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.7.5 LONG TERM TRAVEL

In order to encourage contractors to take advantage of cost saving opportunities available for long-term travel, contractors performing Temporary Duty (TDY) for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100 percent lodging per diem at the locality rate and 75 percent meals and incidental expenses (M&IE).
- b. For long-term TDY lasting 31 to 180 days (in a single location), the authorized flat rate is 75 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized at a very senior level when justified.
- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the USG Program Office TPOC and FEDSIM COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate they should contact the USG Program Office TPOC. If both the contractor and the USG Program Office TPOC determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75 percent for TDY of 31 to 180 days and 55 percent for TDY of greater than 181 days).

H.8 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, DBA insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the U.S.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBA insurance may be charged as either a direct or indirect cost consistent with DCAA-approved accounting system, and certificate of insurance or endorsement (insurance policy) shall be furnished to the FEDSIM CO/COR prior to any international travel. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

H.9 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the USG as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies, or exercises including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract for cause.

The contractor shall ensure all employees and subcontractors participate in any necessary pre-deployment qualification training at the USG Program Office location and with units preparing for deployment for up to six weeks. The personnel in each team shall be available for deployment or duty at other designated CONUS locations at the end of that training period. The USG Program Office shall determine the actual initial deployment dates based on mission requirements. The USG Program Office will assess individual performance during training in order to validate readiness to perform all tasks, subtasks, and duties. The Government will provide the following training (as needed):

- a. Individual pre-deployment training in accordance with DoD requirements.
- b. Weapons qualification training, if required by arming authorization (only if authorized by the FEDSIM CO).
- c. Technical and functional training at the USG Program Office on regional operational procedures, the threat situation, and all operational and intelligence tools necessary to perform duties at the USG Program Office and when deployed with forward elements.

Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.9.1 PRE-DEPLOYMENT PROCESSING

The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing

en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Deploying contractor personnel shall sign a property hand receipt when equipment is delivered into their possession. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.9.2 PASSPORTS AND CUSTOMS

The contractor shall be responsible for obtaining all passports, or other documents necessary to enter and/or exit any area(s) identified by the USG Program Office TPOC and FEDSIM COR for contractor employees.

All contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.9.3 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor employees, including sub-contractors, comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed employees and agents comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements (SOFAs), Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over contract requirements.

- a. The contractor shall take actions to ensure the professional conduct of its employees and sub-contractors.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor employee performance and conduct problems identified by the cognizant FEDSIM CO or COR.

- c. The FEDSIM CO may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.9.4 SPECIAL LEGAL CONSIDERATIONS

- a. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S. Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.
- b. Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offence had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.9.5 ACCOUNTING FOR PERSONNEL

As directed by the FEDSIM CO or COR and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, SSN, or other official identity document number.

H.9.6 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor employee departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as directed by the FEDSIM CO.

The contractor shall prepare plans for support of military operations as required by the contract as directed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM CO or COR a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

The contractor shall designate a POC for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

H.9.7 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection options and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.9.8 VEHICLE AND EQUIPMENT OPERATION

The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the PWS.

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the FEDSIM CO or COR.

The Government, at its discretion, may train and license contractor employees to operate military-owned or leased equipment.

The contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military-owned or leased equipment.

H.9.9 LIVING UNDER FIELD CONDITIONS

If requested by the contractor, and if available, the Government will provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

H.9.10 MORALE, WELFARE, AND RECREATION

The Government will provide contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

H.9.11 REST AND RECUPERATION (R&R)

Deployed personnel shall be eligible for one R&R trip to contractor Home of Record (HOR) per year of deployment. Airline fare and per diem for travel days are authorized in accordance with the FTR. The traveler can travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

H.9.12 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the Department of Labor.

H.9.13 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DoD, DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.9.14 RETURN PROCEDURES

Upon notification of return, the USG Program Office TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the USG Program Office TPOC with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The contractor shall be liable for any Government-furnished clothing and equipment not returned to the Government.

H.9.15 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the Department of State where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid USG civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed under the ODC CLIN.

H.9.16 STATUS OF FORCES AGREEMENTS (SOFA)

The USG Program Office TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar, related agreements. The contractor shall be responsible for providing the Government with the required documentation to acquire invited contractor or technical expert status, if required, by the applicable SOFA.

H.10 TOOLS (HARDWARE/SOFTWARE) AND ODCS

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the

Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR an RIP (Section J, Attachment N).

H.10.1 TESTING FACILITY

To support the USG Program Office, the contractor shall acquire temporary access to a testing facility within 30 straight line miles of Pope Army Airfield in NC, as required by the Government. The testing facility will be required for testing components of the eMAPS efforts approximately eight times per year for an approximate duration of two weeks. The Government will inform the contractor of testing dates at least 30 days prior to the required component testing. This facility must have the following characteristics:

1. Staging area
 - i. Minimum of 20,000 square feet of space for aviation static test platforms parking.
 - ii. Secure storage for oversized equipment inside the staging area.
 - iii. Climate controlled storage.
 - iv. Minimum of 3,000 square feet of secure office/meeting/briefing space (up to Top Secret (TS)).
 - v. Break room.
 - vi. Bathroom facilities.
 - vii. Must be protected by a 24 hours per day, seven days per week (24-7) Intrusion Detection System (IDS) monitored by Underwriters Laboratories (UL)-compliant, IDS monitoring provider. Access control is enforced by two-factor authentication proximity badge readers and a Closed-Circuit Television (CCTV) monitoring system.
2. Operating area (minimum of 29,000 square feet total workspace)
 - i. Segregated Government-Furnished Property (GFP) high bay storage area.
 - ii. Roof access for installation of various antennas systems.
 - iii. Certified Communications Security (COMSEC) storage.
 - iv. Minimum of 5,000 square feet of secure meeting/briefing space (up to TS).
 - v. National Security Agency (NSA) certified facility for Secret-level storage and handling of Cryptographic Key Material and CCI.
 - vi. Certified SCIF with Special Operations Intelligence Systems (SOIS) and Secret/ Alternative Compensatory Control Measures (ACCM) computer systems along with JWICS Video Teleconference (VTC) capability.
 - vii. Minimum of 2,400 square feet for light manufacturing and systems integration.
 - viii. High bays for systems and assembly support with reinforced flooring and drive in/out shipping docks.
 - ix. Secure vehicle storage with vehicle exhaust system.
 - x. Must be protected by a 24-7 IDS monitored by UL-compliant, IDS monitoring provider. Access control is enforced by two-factor authentication proximity badge readers and a CCTV monitoring system.

3. Work accomplished at this site must be done by an AS9100D certified contractor. AS9100:2016/AS9100D standardizes quality management system requirements. It can be used at all levels of the supply chain by organizations around the world, to improved quality, cost, and delivery performance. This is accomplished through the reduction or elimination of organization-unique requirements, effective implementation of the quality management system, and wider application of best practices. While primarily developed for the aviation, space, and defense industry, this standard can also be used in other industry sectors when a quality management system with additional requirements over an International Organization for Standardization (ISO) 9001 system is needed. This standard includes ISO 9001:2015 quality management system requirements and specifies additional aviation, space, and defense industry requirements and definitions.

H.10.2 AVIATION STATIC TEST PLATFORMS

To support the USG Program Office, the Contractor must provide exclusive access for the Government to specific aviation static test platforms during scheduled aviation component functional testing. The functional static test platforms will be required for functional testing components of the eMAPS efforts approximately eight times per year. The aviation component testing dates will be delivered via a training schedule to the contractor at least 30 days prior to the required aviation component testing. The training schedules will be discussed after award. All functional static test platforms must be on-site at the staging facility. These aviation static test platforms must be fully functional and supported with engineering and integration services necessary for rapid response training, testing, and evaluation requirements.

1. Minimum one PC-12 aircraft with the following:
 - i. Capable of operating a variety of 15 inch sensor packages.
 - ii. Integrated Ku/Ka band BLOS satellite communication systems.
 - iii. Integrated RF transparent belly fairing capable of support a variety of antennae and sub-system installations.
 - iv. Modular equipment racks.
 - v. Intercom connection for all occupants.
 - vi. Two integrated tactical radios (one LOS and one BLOS capable) with type 1 encryption.
 - vii. LOS data link radios to include VORTEX and Wireless Mesh Network (WMN) radio systems as a minimum.
2. Minimum two C-208 aircraft with the following:
 - i. Two static test platforms: Integrated RF transparent belly fairing capable of support a variety of antennae and sub-system installations.
 - ii. Two static test platforms: Capable of operating a variety of 15-inch sensor packages.
 - iii. One static test platform: Capable of carrying a Wide-Area Motion Imagery (WAMI) camera system in an integrated belly pod.
 - iv. One static test platform: Capable of installing wing mounted hard points and BLOS data link systems to support various test requirements.
3. All static test platforms have modular equipment racks.

4. All static test platforms have secure communications radios.
5. All static test platforms have LOS data link radios (MESH radio system as a minimum).
6. All static test platforms have intercom connection for all occupants.

H.11 COMMERCIAL SUPPLIER AGREEMENTS

H.11.1 The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Tools and ODC CLINs in Section B.4 (included with final TOR) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Software Agreements”). For purposes of this TO, the Software Supplier Agreements are “collateral agreements” within the meaning of the DFARS clause at 204.227-7014.

H.11.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute “other rights and limitations” as contemplated in subparagraph (d) of the DFARS clause at 252.227-7014, Rights In Data – General (Feb 2014), Alternate III (Dec 2007).

H.12 NEWS RELEASE

The contractor shall not make any news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

H.13 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 apply.

H.14 NATIONAL SECURITY AGENCY (NSA) REQUIREMENTS

Technologies for eMAPS shall be procured in accordance with Committee on National Security Systems Policies (CNSSP) No. 11, “National Policy Governing the Acquisition of Information Assurance and IA-Enabled Information Technology Products.” In addition, technologies shall be procured which have been validated by Common Criteria Testing Labs, in accordance with the National Information Assurance Partnership (NIAP) Protection Profiles (PPs). Where a PP exists

but the desired product has not been validated against it, eMAPS shall direct the desired vendor to have its product validated against the appropriate, corresponding PP. For National Security Systems (NSS) where classified data is being protected at rest or in transit by commercial products, technologies from the Commercial Solutions for Classified (CSfC) Components List shall be used, in accordance with NSA's published CSfC Capability Packages. Capability Packages and the CSfC Components List can be found by visiting the following webpage:

<https://www.nsa.gov/resources/everyone/csfc/>

NIAP-validated products can be found at the NIAP website on the page:

<https://www.niap-ccevs.org/Product>

H.15 APPROVED PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

A Government audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is mandatory.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.16 ACCEPTABLE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

SECTION I – CONTRACT CLAUSES

I.1 TASK ORDER CLAUSES

All applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all Alliant TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

I.2.1 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

I.2.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FAR	TITLE	DATE
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013

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FAR	TITLE	DATE
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges.	OCT 2009
52.216-7	Allowable Cost and Payment.	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations on Subcontracting	NOV 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representations and Certifications	OCT 2015
52.232-22	Limitation of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer- System for Award Management.	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012

I.3 CLAUSES INCORPORATED BY REFERENCE - DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS)

The full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure of Information	AUG 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, System for Award Management	FEB 2014
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.206-7000	Domestic Source Restriction	DEC 1991

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DFARS	TITLE	DATE
252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JAN 2009
252.209-7004	Subcontracting with Firms that are owned or controlled by The Government of a Terrorist Country	MAR 2014
252.211-7003	Item Identification and Valuation	JUN 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding.	SEP 2013
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data-Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEP 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data- Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.228-7001	Ground and Flight Risk	JUN 2010
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014

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DFARS	TITLE	DATE
252.245-7002	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001	Warranty of Data	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

I.4 CLAUSES INCORPORATED BY REFERENCE - GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)

The full text of a clause may be accessed electronically at GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAM	TITLE	DATE
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.212-4	Contract Terms and Conditions-Commercial Items	NOV 2009
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	JUN 2016
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations	JUL 2015
552.232-78	Commercial Supplier Agreement – Unenforceable Clauses	JUL 2015
552.236-75	Use of Premises	APR 1984
552.237-71	Qualifications of Employees	MAY 1989
552.239-70	Information Technology Security Plan and Security Authorization	JUN 2011
552.239-71	Security Requirements for Unclassified Information Technology Resources	JAN 2012

I.5 CLAUSES INCORPORATED BY FULL TEXT- (FAR)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

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FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within anytime provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

FAR 52.222-35 Equal Opportunity for Veterans (Jul 2014)

- (a) *Definitions.* As used in this clause--
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.6 CLAUSES INCORPORATED BY FULL TEXT- (DFARS)

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

(a) *Definition*. “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7999 Prohibition on Contracting With Entities that Require Certain Internal Confidentiality Agreements FEB/2015(DEVIATION 2015-O0010)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an

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information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be

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nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

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(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7983 Requirement for Products or Services of Djibouti (DEVIATION 2015 (DEV 2015- 00012))

(a) Definitions. As used in this clause--

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti.

This term does not include construction material brought to a construction site by a contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service of Djibouti" means a service (including construction) that is performed by a person that is--

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or

use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and,

(ii) Is properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b) (1) The Contractor shall provide only products of Djibouti or services of Djibouti, unless, in its offer, it specified that it

would provide products or services other than products of Djibouti or services of Djibouti.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Djibouti. (The

use of construction material from Djibouti may also be subject to Balance of Payments Program or trade agreements restrictions, if the

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contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)
(End of clause)

252.225-7984 Acquisition Restricted to Products or Services of Djibouti FEB/2015(DEV 2015- (DEVIATION 2015-O0012)

(a) Definitions. As used in this clause--

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti.

This term does not include construction material brought to a construction site by a contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service of Djibouti" means a service (including construction) that is performed by a person that is

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and,

(ii) Properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b)(1) The Contractor shall provide only products of Djibouti or services of Djibouti.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Djibouti. (The use of construction material from other than Djibouti may also be subject to trade agreements or Balance of Payments Program restrictions,

if the contract includes the following clauses: 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

252.225-7989 Requirements for Contractor Personnel Performing in Djibouti JAN/2014 (DEV 2014- (DEVIATION 2014-O0005)

(a) General. (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of AFRICOM. This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

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(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to--

- (A) Hold their own identity or immigration documents, such as passport or drivers license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) Registration of Contractor personnel.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti.

Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in Djibouti less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e., U.S. third country national or local

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national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (e.g., day laborers).

(f) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.
(End of clause)

252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2014-O0020) SEP/2014 (DEV 2014-O0020)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause;
or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater MAR/2015 (DEV 2015- (DEVIATION 2015-O0013)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility JAN/2015 (DEV 2015- DEVIATION 2015-O0009)

(a) Definitions. As used in this clause--

Combatant Commander means the Commander of the United States Central Command Area of Responsibility. Contractors authorized to accompany the Force, or CAAF, means contractor

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personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States. Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites. Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law. Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States. Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the

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Combatant Commander decides it is in the interests of the Government to provide security because--

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition.

Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR.

The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

- (i) Of the DoD definition of sexual assault in DoDD 6495.01, Sexual Assault Prevention and Response Program;

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(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

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(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, International Certificate of Vaccination that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction

1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Pre-deployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone--

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

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(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access. (iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at--

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at

<http://www.acq.osd.mil/log/PS/spot.html> for additional training resources

and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract.

Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

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- (1) If the Contractor requests that its personnel performing in the USCENCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
 - (i) Are adequately trained to carry and use them--
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
 - (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

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(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENCOM AOR.

(End of clause)

252.225-7997 Contractor Demobilization (DEVIATION 2013-O0017) AUG/2013 (DEV 2013-O0017)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

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(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees redeployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

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(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for deactivation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.229-7999 Taxes -- Foreign Contracts in Afghanistan (DEVIATION 2013-O0016) JUL/2013 (DEV 2013-O0016)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within

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Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military OCT/2010 OPERATIONS

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

I.7 CLAUSES INCORPORATED BY FULL TEXT- (GSAM)

GSAM 552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation)(JULY 2015)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101), that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such [language, provision, or] clause is unenforceable against the Government.

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(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such [language, provision, or] clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

GSAM 552.232-78 Commercial Supplier Agreements –Unenforceable Clauses (JULY 2015)

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

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- (3) Terms do not increase government prices; and
- (4) Terms do not decrease overall level of service; and
- (5) Terms do not limit any other Government right addressed elsewhere in this contract.
- (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
 - (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1 ; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
 - (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
- (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
- (2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.)
- (End of clause)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TOR.

Attachment	Title
A	COR Appointment Letter
B	TPOC Appointment Letter (Attached at TOA)
C	Government Site POC Memo (Attached at TOA)
D	Incremental Funding Chart (Attached at TOA)
E	Problem Notification Report
F	Sample Monthly Status Report Template
G	Trip Report Template
H	Deliverable Acceptance-Rejection Report
I	Department of Defense (DD) 254
J	Organizational Conflict of Interest Statement
K	Corporate Non-Disclosure Agreement
L	Addendum to Corporate Non-Disclosure
M	Travel Authorization Request Template
N	Request to Initiate Purchase Template
O	Quality Assurance Surveillance Plan (QASP)
P	Reserved
Q	Cost/Price Excel Workbook (To be removed at time of award)
R	Project Staffing Plan Template (To be removed at time of award)
S	Key Personnel Qualification Matrix (To be removed at time of award)
T	Questions Template (To be removed at time of award)
U	Reserved
V	Corporate Experience Template (To be removed at time of award)
W	Acronym List
X	Reserved
Y	Service Level Agreements and Performance Metrics

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far>

FAR	TITLE	DATE
52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013

L.1.1 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT:

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Alternate IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below:

All data required to be submitted as part of the offeror's proposal is described in Sections L.5, L.6, and L.7 of this solicitation. The offeror must use the formats for submission of data prescribed in these sections. By submitting a proposal, the offeror grants the FEDSIM CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

L.2 GENERAL INSTRUCTIONS

- a. The offeror is expected to examine this entire solicitation document including the Master/Basic Contract. Failure to do so will be at the offeror's own risk.
- b. The Government may make award based on initial offers received, without discussion of such offers. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments listed in Section J). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- c. An offeror submitting restrictive data shall mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated by reference. FAR Clause 52.215-1(e) states: “Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- d. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- e. This procurement is conducted under the procedures of FAR Subpart 16.5. The policies and procedures of FAR Subpart 15.3 do not apply.

L.3 GENERAL INFORMATION

The total estimated mandatory CPFF labor of the TO (Tasks 1-6) is between \$461 million and \$512 million. The estimated CPFF of the Optional CPFF CLIN (Task 7), Provide Additional eMAPS Augmented Support, is approximately six percent of the mandatory CPFF amount for each TO period. The estimate does not include Tools, ODCs, Long-Distance Travel, and CAF. Any proposal that is not within this range shall include an explanation that specifically draws the Government’s attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

Proposals shall be valid for a period of not less than 120 calendar days from the date of delivery. **For proposal purposes only**, offerors shall use a Project Start date of June 1, 2018.

L.3.1 AVAILABILITY OF EQUIPMENT AND SOFTWARE

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror’s proposal unacceptable.

L.3.2 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION

The Government expects to have contractor support during the evaluation from E3 Federal Solutions, LLC. The prime offeror is encouraged to sign a Non-Disclosure Agreement (NDA) with E3 Federal Solutions, LLC for its submission that addresses the written and oral technical proposals (see GSAM 503.104-4). An offeror who chooses to enter into an NDA with E3 Federal Solutions, LLC shall submit its corporate NDA to the POC listed below specifically referencing this solicitation. If an NDA is signed, the NDA shall be submitted with the proposal Part I submission. E3 Federal Solutions, LLC is prohibited from proposing on any work related to eMAPS.

E3 Federal Solutions, LLC
POC: Will Fortier
Telephone: 202.321.7011
Email: wfortier@e3federal.com

L.4 SUBMISSION OF OFFERS

Each offer shall be provided to the Government in four separately bound Parts and shall contain the following:

- a. Part I – Preliminary Written Cost/Price Proposal Information
- b. Part II – Remainder of Written Cost/Price Proposal
- c. Part III – Written Technical Proposal
- d. Part IV – Oral Technical Proposal Presentation

The offeror shall submit each Part on the due dates indicated on the Cover Letter.

Unless otherwise specified, one page is one side of an U.S. Letter size (8.5" x 11") piece of paper. All electronic files shall be in Microsoft Word, PowerPoint, PDF, or Excel formats. Any documents provided in Section J, List of Attachments shall be submitted using the same file format (e.g., Project Staffing Plan shall be submitted in Excel file format using the Excel template provided). Printed pages must maintain one inch margins, 12 point Times New Roman font, and be single spaced. Headers and footers may be of a font larger than 12 point, but shall not be smaller than ten point font. Charts/Graphics/Tables embedded in the proposal will count toward page limitations. Charts/Graphics/Tables must maintain a minimum of ten point Times New Roman font, including in the Part IV slides. Ledger size (11" x 17") paper may be used in the staffing plan when providing charts/graphics/tables. A single side of an 11" x 17" piece of paper will be counted as two pages where page limitations apply. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document (e.g., a Table of Contents within the Draft Transition-In Plan), in which case it would count toward the stated page limitations. PDF files will be allowed for executed documents such as Letters of Commitment.

Any pages submitted beyond the page limitations will be removed and not evaluated.

L.5 SUBMISSION OF THE WRITTEN COST/PRICE PROPOSAL (PARTS I AND II)

Audits may be performed by DCAA on the offeror and all subcontracts. Cost/Price Proposals shall meet the DCAA audit submittal requirements. The offeror shall fully support all proposed costs/prices. An offeror's proposal is presumed to represent the offeror's best efforts in response

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost/price, shall be explained in the proposal.

The offeror shall provide adequate information, which will allow the Government to perform a Cost Realism analysis. Pursuant to FAR 15.404-1(d)(1), Cost Realism analysis is defined as:

“...the process of independently reviewing and evaluating specific elements of each offeror’s proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror’s technical proposal.”

As indicated in Section L.1.1 under FAR Clause 52.215-20, a description of the data required to be submitted with the offeror’s proposal in order to facilitate the Cost Realism analysis is provided below in Section L.5.2.3.

Written Cost/Price Proposals shall be submitted as one original printed version, one additional paper copy, and one electronic copy. The offeror shall submit all proposed costs/prices using MS Excel software utilizing the formats without cells locked and including all formulas. The offeror shall include adequate information, which will allow the Government to perform the required Cost Realism analysis.

The offeror shall not include any cost/price data in Parts III and IV of the proposal.

L.5.1 PRELIMINARY WRITTEN COST/PRICE PROPOSAL INFORMATION (PART I)

Part I contains the Preliminary Written Cost/Price Proposal information. This volume shall contain the following:

- a. OCI Statement and NDA (Tab A)
- b. Contract Registration (Tab B)
- c. Current Forward Pricing Rate Agreements or Recommendations (Tab C)
- d. Management Systems (Adequate Cost Accounting and Approved Purchasing Systems) (Tab D)
- e. Cost Accounting Standards (CAS) Disclosure Statement (D/S) (Tab E)

L.5.1.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT (TAB A)

The offeror and each subcontractor, consultant, teaming partner, and individuals involved in proposal development shall complete and sign an OCI Statement. All information pertaining to OCI is outlined in Section H.5.1.

If an offeror and its subcontractors enter into an NDA with E3 Federal Solutions, LLC, the offeror may include the signed agreement in Tab A.

L.5.1.2 CONTRACT REGISTRATION (TAB B)

The offeror shall submit a statement that the contract vehicle under which this proposal is being submitted has been registered in ASSIST and that all information in ASSIST is up-to-date. ASSIST can be accessed by visiting the following webpage:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<https://portal.fas.gsa.gov/assist-web/registration/contractor/search>

L.5.1.3 CURRENT FORWARD PRICING RATE AGREEMENTS OR RECOMMENDATIONS (TAB C)

The offeror shall submit all forward pricing rate agreements including that of the prime contractor, any cost-type subcontractors, and/or proposed Joint Venture. Cost-type subcontractors may submit proprietary data directly to the FEDSIM Contract Specialist (CS) or through the prime contractor in a separate, sealed envelope due at the same time and date deadline as the prime offeror submission.

L.5.1.4 MANAGEMENT SYSTEMS (ADEQUATE COST ACCOUNTING AND APPROVED PURCHASING SYSTEM) (TAB D)

- a. The offeror shall describe all applicable management systems (i.e., accounting, estimating, purchasing, Earned Value Management System (EVMS)).
- b. The offeror shall specifically include the date of the last DCAA/DCMA (or other designated responsible Government agency, if small business) cost accounting system and purchasing system audits, a copy of the results of the audits, audit report number, and date determined adequate. This shall include verification in a form acceptable to the Government of the currently determined adequate systems (e.g., copy of most recent Government purchasing system approval and Government Cost Accounting System adequacy letter).
- c. The offeror shall include the name, office, and phone number of its cognizant DCAA/Government audit agency and DCMA/Government Administrative Contracting Officers (ACO) who are responsible for any cost accounting and purchasing system reviews of the contractor.

L.5.1.5 COST ACCOUNTING STANDARDS (CAS) DISCLOSURE STATEMENT (D/S) (TAB E)

The offeror shall include a copy of the CAS D/S. Also, the offer shall state the adequacy of D/S, date audited, audit report number, date determined adequate by ACO, and include any non-compliances with CAS.

L.5.2 REMAINDER OF WRITTEN COST/PRICE PROPOSAL (PART II)

Part II is the Remainder of Written Cost/Price Proposal and shall contain the following:

- a. Solicitation, Offer and Award (SF33) (Tab F)
- b. Section B – Supplies or Services and Prices/Costs (Tab G). Do not include cost/price for six-month extension period authorized by FAR clause 52.217-8.
- c. Cost/Price Supporting Documentation (Tab H)
- d. Subcontractor Supporting Documentation (Tab I)
- e. Cost/Price Assumptions (Tab J)
- f. Pass/Fail Elements (Tab K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.5.2.1 SOLICITATION, OFFER, AND AWARD (SF 33) (TAB F)

When completed and signed by the offeror, Standard Form (SF) 33, “Solicitation, Offer, and Award,” constitutes the offeror’s acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. The offeror shall sign the SF 33 in Block 17.

The authorized negotiator or the signatory of the SF 33 will be notified of the date and time of the Oral Technical Proposal Presentation session. The offeror shall provide the name of the individual, the position title, telephone number, fax number, and email address of that individual.

L.5.2.2 SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS (TAB G)

The offeror shall indicate the cost/price to be charged for each item in Section B rounded to the nearest whole dollar. The offeror shall insert **not-to-exceed indirect/material handling ceiling rates** in accordance with Section B.5.1.

As a supplement to the summary information provided in Section B, the offeror shall provide full back-up documentation for the Labor CLINs for each period of performance and each task area using the provided Cost/Price Excel Workbook (Section J, Attachment Q). The offeror shall complete all worksheets in the Cost/Price Excel Workbook in accordance with the instructions provided in the Cost/Price Excel Workbook. **The offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up in the Cost/Price Excel Workbook.** The back-up documentation shall include a summary total for each element of cost (e.g., direct labor, OH, G&A, Facilities Capital Cost of Money (FCCM), fee, etc.).

L.5.2.3 COST/PRICE SUPPORTING DOCUMENTATION (TAB H)

The cost/price supporting documentation is required to enable the Government to perform cost or price analysis. The offeror shall provide the following cost/price supporting documentation:

- a. Cost Narrative:
 1. The offeror shall provide a detailed cost narrative, which explains the processes and methodologies used to develop its cost/price proposal. This includes, but is not limited to, the estimating methodology used by the offeror to estimate direct labor and subcontractor labor, explanation of the application of indirect rates, planning assumptions used in the development of the cost estimate, etc.
 2. The offeror shall also include a crosswalk of its labor categories, basis of cost element, weightings, and explanations to those in the solicitation.
 3. The offeror shall specifically indicate in its narrative any applicable Uncompensated Overtime Policy and how such policy affects the hourly direct labor rates and FTE hours being proposed during any TO year.
- b. Indirect Rate Information:
 1. The offeror shall break out all proposed indirect rates (OH, Fringe, G&A, etc.) by CLIN, by each applicable TO period, and by task area.
 2. The offeror shall clearly identify the cost base from which each proposed indirect rate is being applied.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3. Historical indirect rates (unburdened) shall be provided (OH, Fringe, G&A, etc.) for the last five years inclusive of appropriate explanations for any major increases and decreases in the rates between years.
- c. Direct Labor Rate Information:
 1. The offeror shall provide the base direct labor rate (unburdened) for all proposed labor categories (Key and non-Key) and all projected rates (factoring in escalation) for all option periods. The Key Personnel labor rates shall be supported by evidence of actual rates currently being paid and/or the basis for specific rates being proposed.
 2. The offeror shall identify all direct labor escalation factors and basis for any escalation index being utilized for all option periods.
- d. Fee Review:
 1. The offeror shall break out all proposed fees and clearly delineate the cost base in which the fee percentages are applied.

L.5.2.4 SUBCONTRACTOR SUPPORTING DOCUMENTATION (TAB I)

The offeror shall also provide supporting cost/price documentation for all proposed subcontractors, to include the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for this type of subcontract type, and how fee will be determined and paid. Additionally, the offeror shall provide a narrative detailing the processes used to evaluate the subcontracts it is proposing, including cost and/or price analysis conducted as appropriate for each subcontract. In addition to the supporting cost back-up documentation, DCAA contact information and relevant cost/pricing data shall be provided for all cost type subcontractors. Failure to provide complete supporting documentation may result in no further consideration of the offeror's proposal. Subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope. **The prime contractor shall specifically state whether the estimated costs of any proposed subcontractor will be in excess of \$10M over the life of the TO for Government accomplished Equal Employment Opportunity (EEO) verification purposes.**

The prime offeror is responsible for ensuring that all cost type subcontractors include the same type of cost detail in the same format as required in Section L.5.2.3.

L.5.2.5 COST/PRICE ASSUMPTIONS (TAB J)

The offeror shall submit all (if any) assumptions upon which the Cost/Price Proposal is based.

L.5.2.6 PASS/FAIL ELEMENTS (TAB K)

A failure on any single Pass/Fail criteria will make the proposal ineligible for award with no further evaluation of the Technical and Cost/Price proposal accomplished by the Government. The offeror shall provide:

- a. Named Key Personnel: Each proposed Key Person shall be named at the time of proposal Part II submission. The offeror shall provide a list of Key Personnel, including position title and name (Section H.1, Key Personnel, and additional Key Personnel positions, if any). This list shall be consistent with the information provided in the Project Staffing Plan Template (Section J, Attachment R), as applicable, and Key Personnel Qualification

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Matrix (KPQM) (Section J, Attachment S) in the Written Technical Proposal. A proposal that states, “To Be Determined” (TBD) for a proposed Key Person, or omits a Key Person, will be rejected by the Government.

- b. Letters of Commitment: The offeror shall provide a Letter of Commitment for each proposed Key Person, at the proposal Part II submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start Date designated in Section L.3.
- c. Section 508 Compliance: The offeror’s written proposal shall include a statement, provided at the time of proposal Part II submission, indicating its capability to comply with Section 508 requirements throughout its performance of this TO in compliance with Section H.6.
- d. Required Security Clearances: The offeror shall provide a certification for all Key Personnel with their respective Letters of Commitment that they have a current TS clearance with an SCI determination reflected in JPAS.
- e. Facility Clearance: The contractor shall provide the CAGE code information for its facility that complies with the requirements of Section H.3.3.
- f. Adequate Cost Accounting System: The offeror shall provide a DCMA/DCAA letter of certification that its Cost Accounting System is adequate for CPFF TOs.
- g. Approved Purchasing System: The offeror shall provide a DCMA/DCAA letter that its Purchasing System is in a currently approved status.
- h. Alliant Contract Holder: The offeror’s proposal shall include a statement indicating it is an Alliant Contract Holder.

L.6 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART III)

Each offeror shall submit all information described in the following paragraphs. **The offeror shall provide one original printed version, eight paper copies, and one electronic copy,** containing all required sections of this Part.

Part III is the written Technical Proposal and shall contain the following (page limitations, if applicable, are indicated in the parentheses following each item):

- a. Key Personnel Qualification Matrix (KPQM) (limited to five pages for each Key Person)
- b. Project Staffing Plan (no page limit)
- c. Project Staffing Rationale (limited to 10 pages)
- d. Draft Transition-In Plan (limited to 15 pages)
- e. Draft QCP (limited to 10 pages)
- f. SLAs and Performance Metrics (no page limit)
- g. Technical Assumptions (no page limit, if any)
- h. Corporate Experience (limited to three pages for each reference)
- i. Oral Technical Proposal Presentation Slides (no page limit, must be separately bound from other elements of Part III)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.6.1 KEY PERSONNEL QUALIFICATION MATRIX (KPQM)

The offeror shall submit a KPQM (Section J, Attachment S) for each Key Person proposed relating the specialized experience identified in Section H.1 of this solicitation and the qualifications of the person or persons being proposed for that position. For those additional Key Personnel proposed, the offeror shall identify the specialized experience and the corresponding qualifications for this experience. The offeror shall represent the following:

- a. All Key Personnel meet the requirements of the Alliant Contract.
- b. All Key Personnel meet the requirements of the TO. The offeror shall provide a confirmation statement that all proposed Key Personnel possess the security clearance level required in Section H.3.2 and Section J, Attachment I of the TOR. All proposed Key Personnel shall be available to begin work immediately on the Project Start Date indicated in Section L.3 of this solicitation.

L.6.2 PROJECT STAFFING PLAN

The offeror shall provide a Project Staffing Plan in accordance with the Project Staffing Plan Template contained in Section J, Attachment R. Supplemental instructions for submitting the Project Staffing Plan are detailed within the Project Staffing Plan Template. The Project Staffing Plan shall contain the proposed skill mix, level of effort, and qualifications for the entirety of this effort. Information in the Project Staffing Plan provides a basis for the Government to determine the efficacy of the Project Staffing Plan in relation to the offeror's Technical Approach. In accordance with the Project Staffing Plan Template instructions, the Project Staffing Plan shall **not** contain individual names of proposed personnel.

All Key Personnel positions shall be identified in the Project Staffing Plan. Aggregation of hours for multiple Key Personnel into a single row is prohibited. The offeror shall indicate the required security clearance level in the Project Staffing Plan referenced in Section H.3.2 and Section J, Attachment I of the TOR.

All non-Key Personnel shall meet the requirements of the Alliant Contract. Security clearance levels shall also be supplied for all non-Key Personnel positions. The offeror shall supply all requested information for all proposed personnel including the experience and certifications required to perform the proposed Technical Approach in each position. The Project Staffing Plan Template provides the offeror the ability to aggregate hours for non-Key Personnel into a single row when the functional title, role, contract labor category, experience, and qualifications of the aggregated personnel are the same.

The offeror shall include all proposed labor categories in each performance period of the Project Staffing Plan regardless of whether there are hours proposed for an individual labor category in a period, to maintain consistency between each period of performance. The offeror shall ensure there is consistency in the level of effort between the Project Staffing Plan provided in Part III and the Written Cost/Price Proposal provided in Parts I and II, being cognizant of rounding issues.

L.6.3 PROJECT STAFFING RATIONALE

The offeror shall provide a Project Staffing Rationale for the proposed project staffing solution presented in the Project Staffing Plan. The offeror shall describe its rationale for the proposed

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

labor mix and level of effort to support each TOR task. The offeror shall also describe what factors drove its proposed labor mix and how its proposed staffing solution will accomplish the Government's objectives and requirements.

L.6.4 DRAFT TRANSITION-IN PLAN

The offeror shall provide a Draft Transition-In Plan that aligns with the requirements in Section C.5.2. The offeror shall include in the Draft Transition-In Plan an approach that provides for a seamless transition from the incumbent to the new contractor (hereafter referred to as the offeror).

The Draft Transition-In Plan shall identify the roles and responsibilities of the offeror including proposed schedule(s) and milestones to ensure no disruption of service. The Draft Transition-In Plan shall also identify and discuss the roles and responsibilities of the incumbent contractor and information expected from the incumbent. The offeror shall also identify any actions contemplated on the part of the Government.

L.6.5 DRAFT QUALITY CONTROL PLAN (QCP)

The offeror shall identify its tailored approach to ensure quality control in meeting the requirements of each Task Area of the TO (i.e., not just the corporate generic quality control process). The offeror shall describe its quality control methodology and approach for determining and meeting performance measures identified.

The Draft QCP shall contain at a minimum the following:

- a. Performance Monitoring Methods
- b. Performance Measures
- c. Approach to ensure that cost, performance, and schedule comply with task planning.
- d. Methodology for continuous improvement of processes and procedures, including the identification of service metrics that can be tracked in the TO.
- e. Government Roles
- f. Contractor Roles

L.6.6 SLAS AND PERFORMANCE METRICS

The offeror shall provide SLAs (Section J, Attachment Y) as appropriate to its proposal. In addition, the offeror shall provide performance metrics for each of the proposed SLAs.

L.6.7 TECHNICAL ASSUMPTIONS

The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and staffing rationale assumptions shall be included in the technical volume. This shall include any non-Cost/Price information that serves as the basis of a Cost/Price assumption identified in the offeror's Written Cost/Price Proposal.

The Government reserves the right to reject any proposal that includes any assumption that adversely impacts the Government's requirements.

L.6.8 CORPORATE EXPERIENCE

The offeror shall provide Corporate Experience for three projects performed within the last five years by the business unit that will perform this effort. One of the Corporate Experience references shall be the offeror's direct experience as the prime contractor; the remaining references may be from the prime or its subcontractors. These projects shall be collectively similar in size, scope, and complexity to the requirements identified in Section C. Collectively similar in scope and complexity is defined as the projects, when taken as a whole, are similar to the requirements identified in Section C, for example, one proposed Corporate Experience is similar to the work required in Tasks 1-4, another project that is similar to Tasks 5-7, and another reflects experience managing a complex multi-agency requirement. Collectively similar in size is defined as the sum of the ceiling values of each proposed Corporate Experience project per year is similar to the total ceiling value of each year of this requirement. The Corporate Experience information shall be submitted in the format provided in Section J, Attachment V. The offeror shall ensure that all of the POCs are aware that they may be contacted.

All three projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements (BPA), Indefinite Delivery/Indefinite Quantity (IDIQ) contracts) do not satisfy the Corporate Experience requirement unless submitted together with TO(s), awarded and performed under the master contract vehicle, that are collectively similar in size, scope, and complexity to this requirement. Furthermore, a project reference that consists of multiple TO references from a single master contract vehicle are acceptable only if the individual TO references are from the same client company/agency name and demonstrate interrelated requirements. Multiple TO references must include an individual contract/TO number, value, and period of performance.

L.6.9 ORAL TECHNICAL PROPOSAL PRESENTATION SLIDES

The offeror shall submit one original printed version, eight paper copies, and one electronic copy of the Oral Technical Proposal Presentation slides. The Oral Technical Proposal Presentation slides shall be separately bound from all other parts of the written proposal. If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated. The Oral Technical Proposal Presentation (Part IV) requirements are described in Section L.7.

Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. Each slide shall reference in the top right corner, the Section/subsection number from Section C and the Section F deliverable that is being described/discussed on the slide, where applicable.

L.7 ORAL TECHNICAL PROPOSAL PRESENTATION (PART IV)

Offerors that have not heard otherwise shall provide an Oral Technical Proposal Presentation to the FEDSIM CO, Contract Specialist (CS), the Technical Evaluation Board (TEB) Members, and other representatives of the Government. The Oral Technical Proposal Presentation will be held at the unclassified level.

The Oral Technical Proposal Presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the TOR. The offeror's Oral Technical Proposal Presentation shall contain the information described in Section L.8.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Oral Technical Proposal Presentation slides presented that differ from slides delivered with the Written Technical Proposal Part III will not be evaluated.

While there will be an oral Q&A session (Section L.7.5) following the Oral Technical Proposal Presentation, the offeror shall present its initially submitted proposal in a manner that is clear and complete.

L.7.1 ORAL TECHNICAL PROPOSAL PRESENTATION SCHEDULING

The FEDSIM CO will provide the Oral Technical Proposal Presentation schedule to the authorized negotiator or the signatory of the SF 33. Each offeror's Oral Technical Proposal Presentation will be preliminarily scheduled by the FEDSIM CO and/or FEDSIM CS after receipt of Part I and will be confirmed after Part II is received and the FEDSIM CO determines that the offeror passed all of the Pass/Fail requirements.

Oral Technical Proposal Presentations will be given at facilities designated by the FEDSIM CO. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's Oral Technical Proposal Presentation at its sole discretion.

L.7.2 ORAL TECHNICAL PROPOSAL PRESENTATION PARTICIPATION AND CONSTRAINTS

The offeror shall identify all authors of the Oral Technical Proposal Presentation by name and association both in the Oral Presentation Slides and at the start of the presentation. Attendance at the presentation and the subsequent oral Q&A session shall be limited to the offeror's Key Personnel (all Key Personnel are highly encouraged to attend) and no more than three additional corporate representatives of the offeror. An offeror's Key Personnel includes only those persons who will be assigned to the TO as Key Personnel as described in Section H.3. The three additional corporate representatives (e.g., CEOs, company presidents, or contract representatives) from the offeror may attend, but will not be allowed to participate in the oral presentation. Any of the three additional corporate representatives may make a brief introduction which will not be evaluated, but will count towards the offeror's allotted time. For the remainder of the Oral Technical Proposal Presentation, only Key Personnel shall present.

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 90 minutes to present. There is no limit to the number of slides that can be presented during the Oral Technical Proposal Presentation, but only those slides actually discussed and presented during the oral presentation will be considered for evaluation. Reading the slide title or other similar commentary is not considered presenting the slide. The presentation will be stopped precisely after 90 minutes.

L.7.3 ORAL TECHNICAL PROPOSAL PRESENTATION MEDIA

Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. No other media may be used.

Except for the projection screen provided in the conference room, the Government will provide no equipment. The offeror shall be responsible for any equipment necessary for the presentation.

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The offeror is permitted to have a timer, computer, and projector in the room during the oral presentation, including the oral Q&A session.

L.7.4 PROHIBITION OF ELECTRONIC RECORDING OF THE ORAL TECHNICAL PROPOSAL PRESENTATION AND ORAL Q&A SESSION

The offeror may **not** record or transmit any of the Oral Technical Proposal Presentation process to include the oral Q&A session. All offeror's electronic recording devices shall be removed from the room during the oral presentation, caucusing, and Q&A session.

L.7.5 TECHNICAL PROPOSAL ORAL Q&A SESSION

The purpose of the oral Q&A session is to allow the Government to ask questions, as deemed necessary, that will serve to clarify to the Government, for evaluation purposes, the offeror's methodologies and approaches as proposed. It is the Government's intent to ask clarifying questions only to the extent deemed minimally necessary for the evaluators to sufficiently understand what is being proposed. The offeror shall be prepared to answer questions about the Oral Technical Proposal Presentation and the Written Technical Proposal in the oral Q&A session. The oral Q&A session will be held at the unclassified level.

L.7.6 TECHNICAL PROPOSAL ORAL Q&A SESSION FORMAT

Upon completion of the Oral Technical Proposal Presentation, the Government may caucus to formulate any clarification questions regarding the Written Technical Proposal and Oral Technical Proposal Presentation. Clarification questions, if any, may be posed by the FEDSIM CO or the TEB Chairperson. Although no stated time limit for the duration of the oral Q&A session will be imposed, for planning purposes, the clarification session is expected to last approximately one hour.

The offeror shall bring bound printed copies of its Technical Proposal Parts III and IV to refer to throughout its oral Q&A session. The offeror shall not present any information to the Government other than answering the clarification questions posed. **Proposal revisions are not expected and will not be allowed.** The offeror may briefly caucus to coordinate responses to specific requests for clarification; these brief caucuses may not last longer than five minutes before presenting the coordinated response.

The entire session will be documented by the Government. Upon completion of the Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical proposal.

The total oral presentation, caucus, and clarification session are expected to last two and a half to three and a half hours. The FEDSIM CO and the TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer clarification questions.

L.8 ORAL TECHNICAL PROPOSAL PRESENTATION TOPICS

Within the Oral Technical Proposal Presentation, the Government does not expect the offeror to provide a restatement of the information already submitted in writing in Part III. Instead, the offeror shall address this information under the topics provided. The Oral Technical Proposal Presentation shall include the following topics, and be organized in the following order:

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- a. Topic 1: Technical Approach
- b. Topic 2: Management Approach
- c. Topic 3: Key Personnel and Project Staffing

L.8.1 TECHNICAL APPROACH (TOPIC 1)

The offeror shall identify and describe how the methodology and analytical techniques to be used will fulfill the technical requirements identified in the TOR. The offeror should tailor the technical approach to achieve the requirements as identified in Section C, F, H, and J. The offeror's proposal shall be relevant to this TOR and reflect an effective understanding of TOR requirements. The Technical Approach shall describe the following:

- a. Meeting the goals, objectives, conditions, and task requirements identified in Sections C, F, H, and J of the TOR. The methodology shall clearly identify the Technical Approach and how it will address the goals, objectives, conditions, and task requirements.
- b. Transition Support (Sections C.5.2) to include the draft Transition-In Plan (Section L.6.3).
- c. How the offeror will and has coordinated and collaborated across the TO to ensure coordinated service delivery, build synergies, promote knowledge sharing, and drive efficiencies.
- d. How the offeror will and has supported a wide range of technologies to include, but not limited to, neural machine translation, agile software development, expertise in deployable processing, exploitation and dissemination, and deployable integrated mission command.
- e. How the contractor will and has provided mission-specific operational requirements support for several organizations and disciplines leveraged in multiple geographical locations including Continental United States (CONUS) and Outside the Continental United States (OCONUS).

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

L.8.1.1 SLAS AND PERFORMANCE METRICS (SUBTOPIC 1)

The offeror shall discuss the following elements:

- a. The offeror's proposed performance measures, metrics, and/or SLAs. Discuss why they were selected, the performance levels, and why it is important to measure the selected characteristic.
- b. The offeror's understanding of the link between identified performance metrics and achievement of the TO objectives.
- c. The offeror's approach to continuously improving performance including identification of new/revised performance metrics and the innovative employment and management of SLAs, as well as corrective actions for substandard performance.

L.8.2 MANAGEMENT APPROACH (TOPIC 2)

The offeror shall identify the Management Approach, techniques, and tools that the offeror shall use to accomplish the objectives and requirements identified in this TOR. The offeror shall tailor

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the management approach to achieve the requirements as identified in Section C. The Management Approach shall describe the following:

- a. The offeror's approach for providing project management support, process management and control, organizational structure, project status and cost (to include planned versus actual expenditures) reporting, program metrics, and corrective actions.
- b. The offeror's approach to providing quality control while performing the TOR requirements.
- c. The offeror's approach to risk management during the TO and the planned actions to mitigate or eliminate risks.
- d. The offeror's approach/ability to react to the client's requirements and the dynamics of a rapidly changing world and mission environment through dedicated resources, quick responses, and flexibility when determining IT solutions.
- e. The offeror's practices and methodology for institutionalizing project experience and knowledge and providing SME reach-back support (institutionalizing means the methodologies and tools the offeror will utilize to capture and make available project knowledge for the purpose of informing new contractor and Government personnel).

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

L.8.3 KEY PERSONNEL AND PROJECT STAFFING (TOPIC 3)

The offeror shall discuss its project staffing approach, describing the project staffing strategy, rationale for the proposed labor mix, and the experience, skill, and qualifications of the proposed personnel. The offeror shall specifically address the following:

- a. Rationale for choosing the Key Personnel. Describe how each Key Person would be involved in each task/subtask and how their qualifications and experience uniquely qualify them for the Key Personnel positions described in Section H.
- b. The rationale for projected staffing and approach to how each task and subtask is staffed to include estimated hours and labor mix of the Key and non-Key Personnel, their expected work location, clearance level, and functional knowledge.
- c. The value that the proposed project team provides (skills, experience, and qualification for fulfilling the TOR requirements).
- d. The offeror's methodology for maintaining the technical expertise of personnel and approach to hiring, retaining and replacing appropriately cleared personnel throughout the life of this TO.
- e. Approach to adding and removing staff tailored to the client's requirements for temporary projects in optional tasks.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

L.9 SUBMISSION OF QUESTIONS

Offerors are requested to submit questions grouped by solicitation Section and make reference to the particular Section/Subsection number. Questions must be received before the date specified

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

on the Cover Letter for receipt of questions using the format in Section J, Attachment T.

Questions or requests for extension submitted after the cut-off date will not be considered.

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

L.10 DELIVERY INSTRUCTIONS

The offeror shall deliver written proposals to and receive acceptance from the address and individual identified in the Cover Letter. Proposals not received by 11:00 a.m. Eastern Time (ET) on the dates stated in the Cover Letter will not be considered.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 METHOD OF AWARD

The Government anticipates awarding a TO to the offeror whose proposal is the most advantageous to the Government, price and other factors considered. Technical proposals will be evaluated based on the factors described in Section M.7. A cost and price evaluation will only be done for offerors with a technical proposal receiving an overall technical rating of ACCEPTABLE or higher. All evaluation factors other than cost or price, when combined, are significantly more important than cost. Award may be made to other than the lowest priced technically acceptable proposal.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial proposals, without discussion.
- b. Ask clarifying questions during the question and answer period of the presentations if needed. Clarification questions may include asking the offeror to clarify statements made during oral presentations, if the contents of the oral presentations warrant clarification. Clarification questions may include asking the offeror to clarify its written technical proposals. As a result, the Government may have communications with some, but not all, offerors; these communications, however, will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing proposal revisions.
- c. After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the cost/price proposal, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost proposals with one or some offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions such as the removal of an unacceptable assumption, or materially change pricing.

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

M.2 PASS/FAIL ELEMENTS

The Government will evaluate the following pass/fail elements. **A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and cost proposal accomplished by the Government.**

SECTION M – EVALUATION FACTORS FOR AWARD

Pass/Fail Elements:

The following will be evaluated on a Pass/Fail basis:

- a. The Government will reject any proposal that does not provide a name for each Key Person proposed at the proposal submission due date. A proposal that states, “To Be Determined” or TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government (Section L.5.2.6).
- b. The Government will reject any proposal that does not provide a Letter of Commitment, signed by each proposed Key Person at the proposal submission due date (Section L.5.2.6).
- c. The Government will reject any proposal that does not provide a Section 508 Compliance Statement (Section L.5.2.6).
- d. The Government will reject any proposal that does not provide a certification that all Key Personnel have an active TS clearance with an SCI determination reflected in JPAS (Section L.5.2.6).
- e. The Government will reject any proposal that does not provide the CAGE code information for the contractor’s facility that complies with the requirements of Section H.3.3 (Section L.5.2.6).
- f. The Government will reject any proposal that does not provide a DCMA/DCAA letter of certification that its Cost Accounting System is adequate for CPFF TOs (Section L.5.2.6).
- g. The Government will reject any proposal that does not provide a DCMA/DCAA letter stating that its Purchasing System is in a currently approved status (Section L.5.2.6).
- h. The Government will reject any proposal where the Prime offeror is not an Alliant contract holder (Section L.5.2.6).

M.3 COST/PRICE PROPOSAL EVALUATION

The offeror’s cost proposal (Section L.5, Parts I and II, Tabs A through L) will be evaluated to assess for cost realism and price reasonableness. Cost analysis will be performed on all prime contractors and major subcontractors with contract values over ten percent of the total contract value. The six-month extension period, authorized by FAR clause 52.217-8, will not be included in the total evaluated cost; however, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six month extension. The CAF is not included in the price evaluation.

Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the total estimated CPFF cited in Section B and in Section L.3 shall include an explanation that specifically draws the Government’s attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The Government will reject any proposal from the prime contractor that does not have a Government-approved purchasing system at the time of the proposal Part I submission due date. The Government will determine a prime contractor as non-responsible (and therefore ineligible for award) if the firm does not possess an adequate cost accounting system as determined by the

SECTION M – EVALUATION FACTORS FOR AWARD

cognizant Federal agency, applicable to the offeror's most current organizational structure, for properly allocating costs applicable to this cost-type contract at the time of the proposal Part I submission due date.

As defined in FAR 52.217-5 – Evaluation of Options - Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Tab A will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential OCI is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award.

M.5 COST ASSUMPTIONS

The Government reserves the right to reject any proposal that includes any cost assumptions that may adversely impact satisfying the Government's requirements.

M.6 OVERTIME AND EXTENDED BILLING HOUR PRACTICES

The Government reserves the right to reject any proposal that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

M.7 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical proposals (Section L.6), Parts III and IV based on the following factors:

Factor 1: Technical Approach to include the written Transition-in Plan (Section L.6.4), SLAs and Performance Metrics (Section L.6.6 and L.8.1.1), and the information presented during the oral presentation (Section L.8.1).

Factor 2: Management Approach (Section L.8.2) and Draft Quality Control Plan (Section L.6.5).

Factor 3: Key Personnel and Project Staffing Approach as shown on the written Project Staffing Plan Table/ Key Personnel qualifications (Sections H.1, L.6.1, L.6.2 and L.6.3), as well as the information in the Project Staffing Plan/Key Personnel qualifications oral technical proposal presentation topics (Section L.8.3).

Factor 4: Corporate Experience (Section L.6.8).

The technical proposal evaluation factors are listed in descending order of importance. All four technical factors combined are significantly more important than cost. The Government will combine the results of the written and oral submissions, including the Q&A responses, to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of NOT ACCEPTABLE in any single factor will result in the overall proposal being determined NOT ACCEPTABLE and therefore ineligible for award.

METHODOLOGY. For this acquisition the term "methodology" is defined as the system of

SECTION M – EVALUATION FACTORS FOR AWARD

practices, techniques, procedures, and rules as required by this TO. This definition is based on the PMI Project Management Body of Knowledge (PMBOK). For the avoidance of doubt, the Government is seeking a coherent discussion of how the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of what it proposes to do. The latter will not be deemed to constitute a methodology.

M.7.1 FACTOR 1: TECHNICAL APPROACH

The Government will evaluate the Technical Approach factor based on the clarity and comprehensiveness of the approach and the degree to which the proposal meets the requirements of the TOR Sections L.6.4 and L.8.1 and includes innovative and efficient methodologies.

The offeror's SLAs and performance metrics will be evaluated based on the degree to which they completely and comprehensively quantify, measure, track, and report operational performance relating to both systems and management performance, as well as the degree to which they achieve the agency's objectives/requirements. The SLAs and performance metrics will also be evaluated to assess the degree to which they comply with Sections L.6.6 and L.8.1.1 and reflect:

- a. A level of service with respect to each task area.
- b. A link of performance measures to the requirements of the TO.

These elements below are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The relevancy and comprehensiveness of the offeror's proposed Technical Approach.
- b. A clear and comprehensive understanding of the mission and the operational and technical environments of the USG Program Office.
- c. A comprehensive, effective, and efficient approach/methodology for meeting, integrating, and accomplishing the objectives, conditions, and requirements of each task area that encompasses all of the subtask requirements of the TOR.
- d. The degree of effectiveness and feasibility of the offeror's Transition Support to include the Draft Transition-In Plan.

M.7.2 FACTOR 2: MANAGEMENT APPROACH

The Government will evaluate the Management Approach factor based on the clarity and comprehensiveness of the approach and the degree to which the proposal meets the requirements of the TOR Sections L.6.5 and L.8.2 and includes innovative and efficient methodologies.

The Draft QCP will be evaluated to assess the completeness, relevancy and efficiency as it relates to the PWS as identified in Section L.6.5 and reflects the offeror's plan to monitor and perform quality control during the entire TO period.

The elements below are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

The offeror's Management Approach will be evaluated in terms of the following:

- a. An efficient approach for providing program management support, process management, quality control, organizational structure, project status and cost (to include planned versus actual expenditures) reporting, program metrics, and corrective actions.

SECTION M – EVALUATION FACTORS FOR AWARD

- b. Clear lines of communication between the offeror's team and the Government for timely problem identification, mitigation, and resolution.
- c. An efficient approach to providing risk management during the TO and the planned actions to mitigate or eliminate risks.
- d. A sound approach to identifying and applying resources to accomplish the requirements in an appropriate and efficient manner.

M.7.3 FACTOR 3: KEY PERSONNEL AND PROJECT STAFFING APPROACH

The Project Staffing Plan will be evaluated to assess the degree to which it complies with the requirements outlined in Sections L.6.1, L.6.2, L.6.3 and L.8.3, including the estimated hours and labor mix for Key Personnel and the experience, skills, and qualifications of the personnel proposed. The KPQM will be evaluated to assess the appropriateness and completeness of the experience, skills, and qualifications of the proposed Key Personnel identified in Section H.1. Key Personnel will also be evaluated to assess the currency and applicability of experience as it relates to Section H.1.

The following elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating:

The offeror's Key Personnel and Project Staffing will also be evaluated based on:

- a. The degree of relevance, comprehensiveness, and effectiveness of the stated qualifications, experience, skills, and roles of each of the named Key Personnel to meet the requirements of the TOR and support the offeror's technical and management approaches.
- b. The degree of relevance, comprehensiveness, and effectiveness of the proposed qualifications and roles of the non-Key Personnel to meet the requirements of the TOR and support the offeror's technical and management approaches.
- c. A comprehensive, relevant, feasible, and practical staffing methodology including the skills, experience, and qualifications of the proposed labor categories/labor mix and level of effort for each TOR task area.
- d. A relevant, comprehensive, efficient, and feasible methodology for hiring, retaining, and replacing appropriately qualified personnel throughout the life of this TO.

M.7.4 FACTOR 4: CORPORATE EXPERIENCE

The Corporate Experience factor will be evaluated based on an overall (i.e., taken as a whole) consideration of the following (these elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating):

- a. Corporate experience reflects/identifies experience on projects that are similar in size, scope, and complexity to the requirements contained in Section C of the TOR.
- b. Corporate experience reflects current experience and the offeror's roles and responsibilities are similar in size, scope, and complexity to the requirements contained in Section C of the TOR.
- c. Corporate experience reflects the offeror's approach to client support to include quality assurance, risk management, and maintaining effective lines of communication.

SECTION M – EVALUATION FACTORS FOR AWARD

One of the three corporate experiences shall be the offeror's direct experience as a prime contractor. The Government will evaluate Corporate Experience provided from both the prime contractor and any subcontractors equally.

M.8 TECHNICAL ASSUMPTIONS

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption that may adversely impact satisfying the Government's requirements.



LETTER OF APPOINTMENT

MEMORANDUM FOR JONATHAN CAPRILES, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Jonathan Capriles

Jonathan Capriles

Signed by: JONATHAN CAPRILES

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

Contractor Performance Information

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



ATTACHMENT E
PROBLEM NOTIFICATION REPORT (PNR)

Task Order Number:	[insert Task Order Number]
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]
Date PNR Submitted:	[insert Month Day, Year]

Nature and Source of Problem:
[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]
Is action required by the Government?
Yes/No [If Yes, describe Government action required and date required.]
Will the problem impact delivery schedule?
Yes/No [If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]
Can required delivery be brought back on schedule?
Yes/No [Explain]
Describe corrective action needed to resolve problems:
[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]
When will corrective action be completed?
[Provide the new delivery schedule and anticipated completion date.]
Are increased costs anticipated?
Yes/No [If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]



ATTACHMENT F
MONTHLY STATUS REPORT FOR (INSERT MONTH AND YEAR)

Contractor Name:	
Task Order Number:	[insert Task Order Number]
Report Prepared by:	
Reporting Period:	From: [Month Day, Year] To: [Month Day, Year]

WORK PLANNED FOR THE MONTH:

WORK COMPLETED DURING THE MONTH:

WORK NOT COMPLETED DURING THE MONTH:

WORK PLANNED FOR NEXT MONTH:

CONTRACT MEETINGS:

[Include the meeting date, meeting subject, persons in attendance, and duration of the meeting.]

DELIVERABLE STATUS:

ISSUES/QUESTIONS/RECOMMENDATIONS:



RISKS:

[Indicate potential risks and their probability, impact, and proposed mitigation strategy.]

FUNDS/HOURS EXPENDED:

[Indicate total hours expended by the contractor during the week and total funds expended by the contractor during the week.]



ATTACHMENT G TRIP REPORT TEMPLATE

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip.]	
Project Name:		
Task Order Number:	[insert Task Order Number]	
Name of Traveler	[Provide First and Last name of Traveler]	
Location of Travel	From: [Origin]	To: [Destination]
Duration of Trip	From: [insert Month Day, Year]	To: [insert Month Day, Year]
Point of Contact (POC) at Travel Location	[Provide First and Last name of POC]	
Government Approval Authority Received	[Provide Travel Authorization Request (TAR) Number]	
Total Cost of the Trip	\$	

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]

ATTACHMENT H

DELIVERABLE ACCEPTANCE/REJECTION FORM

Dear [insert FEDSIM Contracting Officer's Representative (COR) Name]:

Please review the deliverable identified below, provide any comments in the space provided or on an attached form, and sign and date. Comments are due by [insert Month Day, Year].

DELIVERABLE NAME:	
AGENCY NAME:	
PROJECT NAME:	
FEDSIM TASK ORDER/ CONTRACT NUMBER:	47QFCA18F0010-P00000
FEDSIM PROJECT NUMBER:	DE00880
DELIVERABLE DUE DATE:	

I have reviewed the aforementioned document and have:

- ☐ Accepted without comments
- ☐ Accepted with comments
- ☐ Rejected with comments

COMMENTS:

Signature

Date

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED b. LEVEL OF SAFEGUARDING REQUIRED None <i>(unless work is at contractor's space this is None)</i>				
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> a. PRIME CONTRACT NUMBER <input type="checkbox"/> b. SUBCONTRACT NUMBER <input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER </div> <div style="width: 45%;"> DUE DATE (YYYYMMDD) </div> </div>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> a. ORIGINAL (Complete date in all cases) <input type="checkbox"/> b. REVISED (Supersedes all previous specs) </div> <div style="width: 35%;"> Revision No. </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) </div> <div style="width: 35%;"> DATE (YYYYMMDD) DATE (YYYYMMDD) DATE (YYYYMMDD) </div> </div>					
4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.								
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.								
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> <div style="display: flex;"> <div style="flex: 1;">a. NAME, ADDRESS, AND ZIP CODE</div> <div style="flex: 1;">b. CAGE CODE</div> <div style="flex: 2;">c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i></div> </div>								
7. SUBCONTRACTOR <div style="display: flex;"> <div style="flex: 1;">a. NAME, ADDRESS, AND ZIP CODE</div> <div style="flex: 1;">b. CAGE CODE</div> <div style="flex: 2;">c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip code)</i></div> </div>								
8. ACTUAL PERFORMANCE <div style="display: flex;"> <div style="flex: 1;">a. LOCATION</div> <div style="flex: 1;">b. CAGE CODE</div> <div style="flex: 2;">c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i></div> </div>								
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT								
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA			<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA			<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) Sensitive Compartmented information (SCI)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI			<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. OTHER <i>(Specify)</i>			<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*): **SCI NOT AUTHORIZED FOR RELEASE AT ANY TIME**

It is highly unusual for "Direct" to be checked

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Period of Performance: Date of award through base period of *insert length* (e.g., one year, six months, etc.) plus *insert length* option periods (e.g., four, one-year option periods)

CO: *Enter CO's name*, GSA FAS, FEDSIM, 1800 F Street NW, Washington, DC 20405; (XXX) XXX-XXXX; *insert e-mail*

COR: *Enter COR's name*, GSA FAS, FEDSIM, 1800 F Street NW, Washington, DC 20405; (XXX) XXX-XXXX; *insert e-mail*

TPOC:

Client Security Officer:

SECURITY REVIEW BY: *Enter name*, GSA, FAS, FEDSIM Security Manager DATE:

Section 13 continued in Attachment One, Security Guidance

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.

☒ Yes ☐ No

(*If Yes, identify pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

See Attachment One

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.

☐ Yes ☒ No

(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

Contracting Officer

c. TELEPHONE (*Include Area Code*)

(703)-605-

d. ADDRESS (*Include Zip Code*)

1800 F Street NW Suite 3100
Washington, DC 20405

e. SIGNATURE

17. REQUIRED DISTRIBUTION

☒ a. CONTRACTOR

☐ b. SUBCONTRACTOR

☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☐ e. ADMINISTRATIVE CONTRACTING OFFICER

☐ f. OTHERS AS NECESSARY

ATTACHMENT ONE
ADDENDUM TO DD 254
ITEM # 13 (CONTINUED), SECURITY GUIDANCE
IF A BLOCK IS CHECKED NO, REMOVE THE ASSOCIATED LANGUAGE

8a: ACTUAL PERFORMANCE LOCATION: *If work is being performed at multiple locations, list all locations. If contractor facilities, list the CAGE code for the facilities where work is being performed..*

If contractor will routinely travel to other locations to do classified work, add a statement to that effect. Locations for travel do not have to be listed.

10a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION: COMSEC material may not be released to Department of Defense (DoD) contractors without *(Insert Agency)* approval. The contractor must forward request for COMSEC material/information to the COMSEC officer through the Program Office. The contractor is governed by the DoD 5222.22-S COMSEC Supplement to the National Industrial Security Program Operating Manual (NISPOM) in the control and protection of COMSEC material/information. Access to COMSEC material by personnel is restricted to U.S. citizens holding final U.S. Government clearances. Such information is not releasable to personnel holding only reciprocal clearances.

10b. RESTRICTED DATA: The contractor is permitted access to Restricted Data in the performance of this contract and will be briefed accordingly by the *(Insert Agency)* security officer.

10c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION: The contractor is permitted access to Critical Nuclear Weapon Design Information in the performance of this contract and will be briefed accordingly by the *(Insert Agency)* security officer.

10d. FORMERLY RESTRICTED DATA: The contractor is permitted access to Formerly Restricted Data in the performance of this contract. Access to Formerly Restricted Data requires a final U.S. Government clearance at the appropriate level.

10e. (1): SENSITIVE COMPARTMENTED INFORMATION (SCI): All contractor SCI work and access will be at **a designated Government SCIF**. The contractor must have SCI indoctrinated personnel available to work the contract. All contract personnel requiring access to SCI material must be U.S. citizens, have been granted a final Top Secret (TS) security clearance by the U.S. Government, have been approved as meeting Director of Central Intelligence Directives (DCID) 6/4 criteria by a Government Cognizant Security Authority (CSA), and have been indoctrinated for the applicable compartments of SCI accesses prior to being given any access to such information released or generated under this contract. Immigrant aliens or personnel cleared on an interim basis are not eligible for access to intelligence information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the *(Insert Client)*. Prior approval of the Contracting Officer is required for subcontracting. See attached SCI Release of Intelligence Information for additional security requirements.

10e. (2): NON-SCI: See attached non-SCI release of Intelligence Information for additional security requirements. Prior approval of the contracting activity is required for subcontracting. Access to intelligence information requires special briefings and a final U.S. Government clearance at the appropriate level.

10f. SPECIAL ACCESS INFORMATION: Access to Special Access Program (SAP) information by the contractor is restricted to facilities Government locations/facilities. *(Insert Client)* has exclusive security responsibility for all SAP material released or developed under this contract. All personnel requiring access to SAP information must be U.S. citizens, have been granted a final TS U.S. Government security clearance, have been approved as meeting DCID 6/4 criteria by a Government cognizant authority, and have been indoctrinated for the applicable SAP prior to being given access to such information generated or received under this contract. Immigrant aliens, interim cleared personnel, or personnel holding a contractor granted CONFIDENTIAL clearance are not eligible for access to classified information released or generated under this contract, without the expressed written permission of *(Insert Client)*.

10g. NATO INFORMATION: The contractor is authorized access to documents belonging to and circulated by the North Atlantic Treaty Organization (NATO). Access to NATO information by the contractor will occur at Government facilities only. Access to NATO information requires a final U.S. Government clearance at the appropriate level. A representative of the Government will brief the Facility Security Officer (FSO), who in turn will brief other contractor personnel requiring access under the contract.

10h. FOREIGN GOVERNMENT INFORMATION: This information includes any Foreign Government Information (FGI) except NATO. Prior approval of the contracting activity is required before any subcontracting. Access to FGI by the contractor will occur at Government facilities only. Access to classified FGI requires a final U.S. Government clearance at the appropriate level. Foreign intelligence information shall be handled in accordance with the NISPOM and DCID 6/3, Protecting Sensitive Compartmented Information within Information Systems and DCID 1/19, Security Policy for Sensitive Compartmented Information and Security Policy Manual.

10j. FOR OFFICIAL USE ONLY (FOUO) INFORMATION: FOUO Information provided under this contract shall be safeguarded as specified in DoD 5400.7-R, "Protecting For Official USE Only (FOUO) Information." Also, see attached instructions on "For Official Use Only (FOUO) Information."

10k. OTHER: *If you check this block, you must address why you checked the block.*

11a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY: This means that the contractor does not require "Safeguarding" capability at its facility and there will be no access to Classified National Security Information (CNSI) at the contractor's facility. *If this block is checked Yes, then Block 1b should read "NONE". If access to SCI, Non-SCI intelligence information or SAP is restricted to particular location(s), then state here if not covered in 10e or 10f.*

11b. RECEIVE CLASSIFIED DOCUMENTS ONLY: The contractor is expected to receive classified documents only and will handle accordingly. The contractor will not be generating classified material nor will they be receiving or storing classified hardware. *Block 11b cannot be checked Yes if either Block 11c or 11d is checked Yes.*

11c. RECEIVE AND GENERATE CLASSIFIED MATERIAL: This means that the contractor is expected to receive and generate classified information (documents and/or hardware) and will require detailed Security Classification Guidance (SCG) for performance of this contract. Detailed SCG must be provided to the contractor. All classified information

received or generated under this contract is the property of the U.S. Government. At the termination or expiration of this contract, the U.S. Government must be contacted for proper disposition instructions. Any extracts or use of data provided under this contract requires the contractor to apply derivative classifications and markings consistent with the source documents. Use of “Multiple Sources” on the classified by line necessitates compliance with the NISPOM, paragraph 4-208, and use of bibliography. Classification, declassification, and markings will be in accordance with Executive Order 12958.

11d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE: All classified hardware fabricated and/or modified under this contract will be stored at the U.S. Government facilities. No classified hardware under this contract will be fabricated, modified, or stored at the contractor’s facility.

11e. PERFORM SERVICES ONLY: The contractor will provide the following technical support to the *Insert Client: (Insert brief summary of services to be provided. If 11e is checked Yes, then 11b, 11c, and 11d should all be No).*

11f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS, AND TRUST TERRITORIES: A copy of the DD 254 must be provided to the Office of Security Services International (OSSI) or other U.S. activity responsible for overseas inspections. *All overseas locations (city and country) must be listed here or under Block 8a above.*

11g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER: Per NISPOM Chapter 11, Section 2, the contractor must submit DD Form 1540 and DD Form 2345 for registration with DTIC. Technical information on file at the DTIC will be made available to contractor if the contractor requires such information. The Contracting Officer will certify the field of interest relating to the contractor. Contractor generated or Government furnished materials may not be provided to the DTIC. Contract generated technical reports will bear the statement “NOT RELEASABLE TO THE DEFENSE TECHNICAL INFORMATION CENTER PER DOD INSTRUCTIONS 5230.24.

11h. REQUIRE A COMSEC ACCOUNT: *No language is required by GSA for this block check. Insert any language required by your client. However, if this block is checked, please double check with your client that the vendor will be providing a COMSEC CUSTODIAN. Having access to COMSEC (Block 10a) does NOT require a COMSEC Account. You will be asked two or three times if you’re sure.*

11i. HAVE TEMPEST REQUIREMENTS: The contractor is required to impose TEMPEST countermeasures on information processing equipment after vulnerability assessments are completed. The contractor may not impose TEMPEST requirements on any subcontractors without GCA approval.

11j. HAVE OPERATION SECURITY (OPSEC) REQUIREMENTS: OPSEC is a structured process that identifies critical information, analyzes friendly actions, integrates threat analysis and risk assessments, then helps personnel apply protective measures to mitigate unacceptable risk. Organizations and personnel supporting *(Insert Client)* may have OPSEC requirements associated with their activities and support. The contractor will comply with *(Insert Client)* OPSEC Program. The basis for the on-site contractor OPSEC program is the *(Insert document*

name). The *(Insert agency/Point of Contact)* is the *(Insert Government facility)* OPSEC point of contact. OPSEC requirements apply. The contractor must comply with special OPSEC requirements contained in the contract or addendum thereto. The following standard expectations are included in all work.

- a. The contractor supporting specific event-oriented activities will develop OPSEC Plans/Annexes when directed by the supported program, or comply with the program's OPSEC Plan/Annex.
- b. Personnel assigned will receive OPSEC Awareness Education and Duty-Related Training as deemed necessary by the Government or program supported.
- c. OPSEC Awareness Education and Training will be provided or coordinated through Government channels.

11k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE: The contract requires the use of the Defense Courier Service (DCS). The contracting activity will request DCS services for the Commander, Defense Courier Service, ATTN: Operations Division, Fort George G. Meade, MD 20755-5370.

11l. OTHER: *Please include the reason for checking the block "yes."*

14. (REQUIRED FOR ALL CONTRACTS) REPORTS: In addition to the reporting requirements in paragraph 1-302 of the NISPOM, the Contractor Facility Security Officer shall provide a copy of any report submitted to the CSA to the Client Security Office identified in Block 13 within one business day of submitting the report to the CSA.

14. Ref 10e (1): See attached SCI Release of Intelligence Information for additional security requirements. Prior approval of the contracting activity is required for subcontracting. Access to intelligence information requires special briefings and a final U.S. Government clearance at the appropriate level.

14. Ref 10e (2): See attached non-SCI release of Intelligence Information for additional security requirements. Prior approval of the contracting activity is required for subcontracting. Access to intelligence information requires special briefings and a final U.S. Government clearance at the appropriate level.

OTHER:

SCI BILLETS: *If your client counts billets, then list the number of billets required either on the DD254 or in the SOW.*

HSPD-12: *(This language must be on the DD254 OR in Section H of the SOW)* The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directives-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, Federal Information Processing Standards Publication (FIPS PUB) number 201) and GSA HSPD-12, Standard Operating Procedure (SOP), Personnel Security Process, dated November 18, 2005.

The contractor shall insert this clause in all subcontracts whom the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

ATTACHMENT TWO
ADDENDUM TO DD 254
RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI)
INTELLIGENCE INFORMATION TO U.S. CONTRACTORS

Note: If your client has instructions that cover the same information, you may use the client version instead.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible Special Security Office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Names of contractor personnel requiring access to SCI will be submitted to the Contract Monitor (CM) for approval; the CM is identified on the reverse side of the DD Form 254. Upon receipt of written approval from the CM, the company security officer will submit request(s) for Single Scope Background Investigations (SSBI) in accordance with the NISPOM, to the Intelligence Support Office. The entire personnel security questionnaire package should not be forwarded to the Intelligence Support Office. The Contractor Special Security Officer (CSSO) must follow the instructions provided by the Intelligence Support Office to the CSSO.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible CM as indicated on the DD Form 254.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed in accordance with instructions outlined by the CM.

2. The contract monitor (CM) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the CM has reviewed the SCI product(s) for contract applicability and determined that the product is required by the contractor to complete obligations, the CM must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:
 - (1) Documents bearing the control markings of ORCON, PROPIN.
 - (2) GAMMA controlled documents.
 - (3) Any NSA/SPECIAL marked product.
 - (4) All categories as listed in *(insert appropriate client regulations/directives)*.
- b. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
- c. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
- d. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a

complete list of all documents transferred by contract number, organizational control number, copy number, and document title.

- e. Determine dissemination of SCI studies or materials originated or developed by the contractor.

ATTACHMENT THREE
ADDENDUM TO DD 254
RELEASE OF NON-SENSITIVE COMPARTMENTED INFORMATION (NON-SCI)
INTELLIGENCE INFORMATION TO U.S. CONTRACTORS

Note: If your client has instructions that cover the same information, you may use the client version instead. If you deleted Attachment Two, renumber this attachment.

1. Requirements for access to non-SCI:

- a. All intelligence material released to the contractor remains the property of the U.S. Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- b. The contractor must not reproduce intelligence material without the written permission of the originating agency through the Intelligence Support Office. If permission is granted, each copy shall be controlled in the same manner as the original.
- c. The contractor must not destroy any intelligence material without advance approval or as specified by the Contract Monitor (CM). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- d. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other Government agencies, private individuals, or organizations is prohibited unless authorized in writing by the originating agency through the CM.
- e. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- f. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, U.S. contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Request for release to foreign nationals shall be initially forwarded to the contract monitor and shall include:
 - (1) A copy of the proposed disclosure.
 - (2) Full justification reflecting the benefits to U.S. interests.
 - (3) Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
- g. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see CLIENT instruction) are authorized in writing by the CM.
- h. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally receipt for all classified material. The inner wrapper of all

classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

- i. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contract monitor unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the CM for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.
- j. Classification regarding, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contract monitor. Pending final determination, the material shall be safeguarded as required for its assigned proposed classification, whichever is higher, until the classification is changed or otherwise verified.

2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:

- a. “Dissemination and Extraction of Information Controlled by Originator (ORCON).” This marking is used, with security classification, to enable a continuing knowledge and supervision by the; originator of the use made of the information involved. This marking may be used on intelligence, which clearly identifies, or would reasonably permit ready identification of an intelligence source or method, which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the “need-to-know” principle and the safeguarding procedures of the security classification system.
- b. “Authorized for Release (REL) to (name of country/International Organization).” This marking must be used when it is necessary to identify classified intelligence material the U.S. Government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

3. The following procedures govern the use of control markings.

- a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the CM. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients’ requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also

shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.

- c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by Executive Order 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

4. Request for release of intelligence material to a contractor must be prepared by the CM and submitted to the Intelligence Support office. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

ATTACHMENT FOUR
ADDENDUM TO DD 254
FOR OFFICIAL USE ONLY (FOUO)

Note: If your client has instructions that cover the same information, you may use the client version instead. If you deleted any of the prior attachments, renumber the remaining attachments.

The DD Form 254, block 10j is marked YES (For Official Use Only Information (FOUO)), therefore, the contractor must comply with the following FOUO handling instructions.

1. GENERAL: The following FOUO instructions comply with guidance provided in NSTISSI 4002, the Privacy Act, and the Freedom of Information Act (FOIA).

- a. The FOUO marking is assigned to information at the time of its creation in a DoD Agency. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.
- b. Use of the FOUO marking does not mean that the information cannot be released to the public, only that the Government prior to its release to determine whether a significant and legitimate Government purpose is served by withholding the information or portions of it must review it.

2. IDENTIFICATION MARKINGS:

- a. An unclassified document containing FOUO Information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information but no classified information, the portion will be marked, "FOUO."
- b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."
- c. Any FOUO information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer:
 1. This document contains information EXEMPT FROM MANDATORY DISCLOSURE under the FOIA. Exemptions 2 – 9 apply.
- d. The originator or other competent authority can only accomplish removal of the "For Official Use Only" marking. When the FOUO status is terminated, all known holders will be notified to the extent practical.

3. DISSEMINATION: Contractors may disseminate FOUO information to their employees and subcontractors who have a need for the information in connection with a classified contract.

4. STORAGE: During working hours, FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desk is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours

protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

5. **TRANSMISSION:** FOUO information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.
6. **DISPOSITION:** When no longer needed, FOUO information may be disposed of by shredding or tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.
7. **UNAUTHORIZED DISCLOSURE:** The unauthorized disclosure of FOUO information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

ATTACHMENT FIVE
ADDENDUM TO DD 254
VISITOR GROUP AGREEMENT (VGA)

Note: If your client has instructions that cover the same information, you may use the client version instead. Some clients may not have special instruction that deal with passing clearances or facility access rights – if that is true of your client, you can delete this attachment.

If you deleted any prior attachments, please renumber the remaining attachment(s).

1. **Contractual Agreement:** This agreement, promulgated under DoD 5220.22-R, Industrial Security Regulation and DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 1, Section 2, Paragraph 1-200 and *(insert Client-specific instruction, if any)* and entered into by the *(Insert Client)* and the contractor, hereinafter referred to as “visiting party” or “visitor group,” prescribes the specific actions to be taken by the visiting party’s employees and *(Insert Client)* to properly protect classified information involved in the performance of the above numbered contract, and such other contracts as may in the future be added hereto, to be performed by the visiting party at the visitor group’s *(Insert Client)*. The *(Insert Client-designated group)*, is designated as the Information Security Program Manager (ISPM). The ISPM acts and signs on the behalf of the *(Insert Client)* for industrial security matters. As used in this agreement, the term visitor group, contractor, and home office facility (HOF) are synonymous with the *above* named and undersigned visiting party to this agreement. Furthermore, references to *(Insert Client)* Government activity, contracting activity, and ISPM refer to representatives of the Government in their appropriate and respective capacity. The responsibilities of the parties are as follows:
 - a. **Visitor Group Security Supervision:** Under the terms of this agreement, the visitor group will operate per DoD 5200.14, Information Security Program Regulation, applicable portions of the NISPOM, *(Insert Client-specific instructions, if any)*, Information Security Program Management, Industrial Security Program Management, supplements thereto, and the *(Insert Client)* security program operating Instructions, plans and/or procedures. Compliance with this agreement is in lieu of publication of Standard Practice Procedures. The designated ISPM is responsible for providing security program oversight and *(Insert Client)* is responsible for implementing and managing the Government activity security program per DoD 5200.1-R and *(Insert Client-specific instruction, if any)*.
 - (1) The visitor group’s HOF will identify in writing to the ISPM an on-base employee to interface with and serve as the visitor group’s focal point for security related matters. Under the terms of this agreement, the identified employees per this paragraph will provide appropriate security program management assistance to the ISPM and *(Insert Client)* security manager.
 - (2) The visitor group’s HOF will provide the ISPM and *(Insert Client)* security manager the name of the HOF’s Facility Security Officer (FSO) and the ISPM will likewise provide the visitor group’s FSO with the names of the ISPM information security specialist and *(Insert Client)* security manager.
 - (3) All parties will perform duties specified by this agreement in a timely manner.
 - b. **Access to and Accountability of Classified Material:** All access to and/or possession of (oral and visual) to classified material by visitor group personnel will be under the *(Insert*

Client's) supervision. *(Insert Client)* will maintain accountability, control, and ownership of all said classified information at all times per DoD 5200.-R and *(Insert Client-specific instruction, if any)*. The visitor group's access to classified information will be controlled by *(Insert Client)* and limited to "contract-specific," need-to-know information only, unless mission requirements dictate otherwise. *(Insert Client)* SSO will provide guidance for Sensitive Compartmented Information (SCI).

- c. **Storage of Classified Material:** All classified material will be returned and secured in the designated *(Insert Client)* security container or facility (open storage) at the end of the duty day.
- d. **Transmission of Class/fled Material:**
 - (1) The visitor group is not authorized to receipt or dispatch of classified material, except as stipulated by this contract and attachments hereto.
 - (2) Classified material must be prepared In accordance with DoD 5200.1-R, and *(Insert Client-specific instruction, if any)*. All transmission, dispatch and receipt of classified information will be through the following:
Insert Client
Insert Street Address
 - (3) Classified material may be hand-carried by an appropriately cleared and briefed visitor group courier, provided the employee is so designated and approved In writing by the Director of *(Insert Client)* or designated designee per DOD 5200.1-R and *(Insert Client-specific instruction, if any)*.
- e. **Reproduction of Classified Material:** The visitor group cannot reproduce classified material without the permission of *(Insert Client)*.
- f. **Security Education:**
 - (1) The Government activity will be responsible for administering security education training per DOD 5200.1-R, and *(Insert Client-specific instruction, if any)*. The contractor is responsible for ensuring Contractor personnel attend this training.
 - (2) The visitor group's security focal point shall ensure employees have been briefed and completed the Standard Form (SF) 312, Classified Information Nondisclosure Agreement. Disposition of the SF 312 will be in accordance with the NISPOM.
- g. **Personnel Security Clearances:** The visitor group's HOF will submit visit authorization letters (VAL) to the *(Insert Client)* Security Manager, per DoD 5200.1-R and DoD 5220.22-M. *(Insert Client)* serves as sponsor for the visits.
- h. **Reports:** The visitor group must immediately submit, in writing, through the *(Insert Client)* Security Manager to the ISPM reports of adverse information required under DoD 5200.1-R and/or DOD 5220.22-M. The ISPM reports security violations committed by visiting group employees to the appropriate Defense Security Service (DSS) Cognizant Security Office (CSO), base contracting office, and the visitor group's HOF, when appropriate. The visitor group must keep the *(Insert Client)* Security Manager and the ISPM advised of any reports submitted per *(Insert Client-specific instruction, if any)*.
 - (1) *(Insert Client)* appoints inquiry official or investigation officers.

(2) The visitor group's HOF will advise *(Insert Client)* Security Manager through the ISPM of any changes in management, location, address or contractual performance requirements.

- i. **Access Badges and Cards:** When required for contract performance, access/entry badges and cards will be issued to visitor group personnel for entry into *(Insert Client)* facilities. Entry credentials will be issued by Organization). Upon termination of work or contract completion, visitor group personnel will return the badges and cards to the *(Insert Client)* security manager.
- j. **Security Checks:** *(Insert Client)* has the option of scheduling contractor visitor group personnel to perform end-of-day checks within their assigned work areas per DoD 5200.1-r, and *(Insert Client-specific instruction, if any)*.
- k. **Emergency Protection:** The visitor group will make every effort to secure all classified material in an approved storage container in the event of a natural disaster, major accident, or civil disturbance per DoD 5200.14, and *(Insert Client-specific instruction, if any)*. If the area is evacuated and/or containers abandoned, visitor group personnel will, upon termination of the emergency condition, examine classified holdings to ensure there has been no compromise or loss of any exposed information. In the event of missing material or possible compromise, the visitor group employees will immediately notify the *(Insert Client)* security manager.
- l. **Protect/On of Government Resources:** The visitor group will comply with *(Insert Client-specific instruction, if any)*, as supplemented, and other security and safety instructions of *(Insert Client)*. File systems containing classified records will be maintained as directed by *(Insert Client)*.
- m. **Clarification of Security Requirements:** The visitor group will address inquiries or questions pertaining to the provisions of DoD 5200.1-R, and *(Insert Client-specific instruction, if any)* to the *(Insert Client)* Security Manager.
- n. **Contract and Associated DD Form 254:** The visitor group's on-base management will maintain on file a copy of the DD Form 254, DoD Contract Security Classification Specification, the Visit Authorization Letter (VAL) and this VGSA. *(Insert Client)* will review the DD Form 254 at least biennially and authorize revisions as necessary.
- o. **Access to Foreign Government Information:** Item 10h, DD Forms 254 must indicate "yes" for visitor group personnel to have access to foreign government information or involvement.
- p. **Foreign Involvement:** Under the terms of this agreement, the Contractor is required to notify the *(Insert Client)* Security Manager, prior to any foreign involvement, regardless of access requirements or the sensitivity of information to be disclosed (classified or unclassified).

2. Security Reviews

- a. Staff Assistance Visits (SAVs), and Security Program Reviews (SPRs), will be conducted by the ISPM in coordination with *(Insert Client)* Security Manager.
- b. The ISPM conducts SPRs, in the following manner:

- (1) The ISPM will notify and schedule all SPRs through the *(Insert Client)* security manager. SPRS will be conducted per DoD 5200.1-R, *(Insert Client-specific instruction, if any)* as supplemented and this agreement. A copy of the SPR report will be provided to the visitor group and *(Insert Client)*. The visitor group is not required to acknowledge receipt, nor respond unless directed to do so in the report.
 - (2) The visitor group will also be included in the *(Insert Client's)* semiannual security self-inspection program. *(Insert Client)* will use the unit's self-inspection criteria to monitor the visitor group's performance and compliance. Document and maintain inspection report as required by DoD 5200.1-R and *(Insert Client-specific instruction, if any)*.
3. **Expenditure of Funds for Security:** This agreement is not an authorization for a commitment of funds.
4. **Review of this Agreement:** All parties must review this agreement at least annually for accuracy. *(Insert Client)* is responsible for providing information to ISPM to keep this agreement current. In addition, *(Insert Client)* Security Manager will keep on file a copy of the latest evaluation, self-inspection or equivalent review. Copies of reports will be made available to the visitor group for their files.
5. **Other:**
 - a. **Forms:** The Government activity furnishes all Government forms and applicable *(Insert Client-specific instruction, if any)*, and/or unit security plans as required in support of this agreement.
 - b. **Sub-contracts:** A VGSA will be initiated whenever the Contractor enters into a sub-contract arrangement with another contractor for classified performance within an *(Insert Client)* facility. This VGSA must address the subcontractor operation separately. *(Insert Client)* visitor group or it's HOF, as applicable, ad all subcontractors must sign the agreement. A separate DD Form 254 is completed for each sub-contractor requiring access to classified information. The contractor is responsible for preparing and coordinating the DD Form 254 for subcontractors and must provide a copy to the ISPM. The Contractor signs item 16 of the DD Form 254 for subcontractors and makes required distribution.
 - c. **Contract Termination:** Notify the ISPM 30 days prior to contract completion. The ISPM must review Contractor operations to ensure proper disposition of classified materials per DoD 5200.1-R, *(Insert Client-specific instruction, if any)* and this security agreement.
 - d. **Government Liability:** Nothing in this agreement shall be construed to Impose any liability on the U.S. Government for injury or loss to the person or property of the agents, employees, subcontractors, assignees, or other individuals, acting for or on the behalf of the visiting party.



ATTACHMENT J ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT

The offeror and each subcontractor, consultant, and/or teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. All information pertaining to OCI is outlined in Section H.5.1.

The contractor shall represent either that:

1. It is not aware of any facts that create any actual or potential OCI relating to the award of this contract, or
2. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI.

If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.

Definition: FAR 2.101 "Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

SAMPLE 1 – OFFEROR OCI STATEMENT

The following is an example of the OCI statement that each offeror shall complete and sign. All information pertaining to OCI is outlined in Section H.5.1.

(Insert Offeror Name) is responding to Task Order Request (TOR) 47QFCA18F0010-P00000 for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.5.1, *(Inset Offeror Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Offeror Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Offeror Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Insert Offeror Name

*Insert Offeror Point of Contact (POC) Name**

Date

POC Title

*Person must have the authority to bind the company.

SAMPLE 2 – SUBCONTRACTOR, CONSULTANT, TEAMING PARTNER OCI STATEMENT

The following is an example of the OCI statement that each subcontractor, consultant, and teaming partner shall complete and sign. All information pertaining to OCI is outlined in Section H.X.X.

(Insert Company Name) is participating as a subcontractor to *(Insert Offeror Name)* in response to Task Order Request (TOR) *(Insert Task Order number e.g., GSQ0016ABC123)* for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.X.X, *(Insert Company Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Company Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Company Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Subcontractor, Consultant, Teaming Partner

*Point of Contact (POC) Name**

Date

POC Title

*Person must have the authority to bind the company.



NON-DISCLOSURE AGREEMENT (NDA)
BETWEEN
U.S. GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM)
AND
[CONTRACTOR]

This agreement, made and entered into this _____ day of _____, 20XX (the “Effective Date”), is by and between GSA and [CONTRACTOR].

WHEREAS, [CONTRACTOR] and GSA FEDSIM have entered into Contract Number [INSERT], Task Order Number [INSERT] for services supporting the [CLIENT AGENCY AND PROGRAM/PROJECT NAME];

WHEREAS, [CONTRACTOR] is providing [DESCRIPTION (e.g., consulting/professional IT, engineering)] services under the Task Order;

WHEREAS, the services required to support [PROGRAM/PROJECT NAME] involve certain information which the Government considers to be “Confidential Information”¹ as defined herein;

WHEREAS, GSA desires to have [CONTRACTOR]’s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

WHEREAS, [CONTRACTOR] through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

WHEREAS, GSA on behalf of [CLIENT AGENCY] desires to protect the confidentiality and use of such Confidential Information;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** “Confidential Information” shall mean any of the following: (1) “contractor bid or proposal information” and “source selection information” as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, contractor employee data of offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

¹ This does not denote an official security classification.

2. **Limitations on Disclosure.** [CONTRACTOR] agrees (and the [CONTRACTOR] Task Order personnel must agree by separate written agreement with [CONTRACTOR]) not to distribute, disclose or disseminate Confidential Information to unauthorized personnel under the Task Order.
3. **Agreements with Employees and Subcontractors.** [CONTRACTOR] will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. [CONTRACTOR] shall maintain copies of each agreement on file and furnish them to the Government upon request.
4. **Statutory Restrictions Relating to Procurement Information.** [CONTRACTOR] acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, [CONTRACTOR] acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
5. **Limitations on Use of Confidential Information.** [CONTRACTOR] may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, [CONTRACTOR] will:
 - a. Use such Confidential Information for the sole purpose of performing the [PROGRAM/PROJECT] support requirements detailed in the Task Order and for no other purpose;
 - b. Not make any copies of Confidential Information, in whole or in part;
 - c. Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a [CONTRACTOR] employee.
6. **Duties Respecting Third Parties.** If [CONTRACTOR] will have access to the proprietary information of other companies in performing Task Order support services for the Government, [CONTRACTOR] shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. [CONTRACTOR] agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
7. **Notice Concerning Organizational Conflicts of Interest.** [CONTRACTOR] agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to



protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.

9. Governing Law. The laws of the United States shall govern this agreement.

10. Severability. If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

11. Beneficiaries. If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by [*CONTRACTOR*] in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and [*CONTRACTOR*] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name

Date

Contracting Officer

[*CONTRACTOR*]

Name*

Date

Title

*Person must have the authority to bind the company.



**ADDENDUM TO
NON-DISCLOSURE AGREEMENT
BETWEEN
U.S. GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM)
AND
[CONTRACTOR]**

This agreement, made and entered into this _____ day of _____, 20XX (the “Effective Date”), is by and between GSA and [CONTRACTOR].

List of personnel (reference Section 2, Limitations on Disclosure, in Non-Disclosure Agreement):

- a.
- b.
- c.
- d.

IN WITNESS WHEREOF, GSA and [CONTRACTOR] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name
Contracting Officer

Date

[CLIENT AGENCY]

Name
[CLIENT POC TITLE]

Date

[CONTRACTOR]

Name
[CONTRACTOR POC TITLE]

Date



TRAVEL AUTHORIZATION REQUEST (TAR)



Contractor:
Client:

TAR Number:
Date:
Project Name:
Project/Interagency Agreement (IA) Number:
Associated Line of Accounting:
Task Order Number:

TO: (Insert First and Last Name) , FEDSIM Contracting Officer Representative (COR)

CLIN X00X VALUE: \$ -
CUMULATIVE AMOUNT
BILLED: \$ -
CURRENT CLIN X00X
BALANCE: \$ -
TAR ESTIMATE: \$ -
NEW CLIN X00X BALANCE: \$ -

Last Invoice submitted:

FROM: (Insert First and Last Name of requestor)

THROUGH: (Insert client organization and First and Last Name) Technical Point of Contact (TPOC)

SUBJECT: Travel Authorization Request # (insert number)

DATE: (Insert date)

PURPOSE/JUSTIFICATION OF REQUEST:

Traveler:	Name		Company	

Travel Itinerary:

Departure:	Date	Origin/Destination		Return:	Date	Origin/Destination
Leave				Leave		
Arrive				Arrive		
Leave				Leave		
Arrive				Arrive		

	Estimated Cost
--	----------------



TRAVEL AUTHORIZATION REQUEST (TAR)



Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: (insert as appropriate; i.e. car rental)	\$ -
Other Direct Costs (CLIN X00X)	
(Insert as appropriate)	\$ -
Subtotal Amount	\$ -
Indirect Handling Cost	\$ -
General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X00X)	\$ -
Total ODC Cost (CLIN X00X)	\$ -
Total Trip Cost NTE	\$ -

Remarks:

The estimated cost of travel must represent the contractor's best estimate. The amount obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with Federal Travel Regulations (FTR), Joint Travel Regulations (JTR), or the Department of State Standardized Regulations (DSSR) (choose appropriate one(s)) . Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at (area code) 000-0000 (insert requestor's phone number) if you have any concerns or questions.

Contractor Requestor:	FEDSIM COR Approval:	Client (insert client organization) TPOC Acceptance:
SignatureDate	SignatureDate	SignatureDate

TRAVEL AUTHORIZATION REQUEST (TAR)

Contractor:
Client:

TAR Number:
Date:
Project Name:
Project/IA Number:
Associated Line of Accounting:
Task Order Number:

TO: (Insert First and Last Name) , FEDSIM Contracting Officer Representative (COR)

CLIN X00X VALUE: \$ -

CUMULATIVE AMOUNT BILLED: \$ -

CURRENT CLIN X00X BALANCE: \$ -

TAR ESTIMATE: \$ -

NEW CLIN X00X BALANCE: \$ -

FROM: (Insert First and Last Name of requestor)

THROUGH: (Insert client organization and First and Last Name) Technical Point of Contact (TPOC)

SUBJECT: Travel Authorization Request # (insert number)

DATE: (Insert date)

PURPOSE/JUSTIFICATION OF REQUEST:

Travelers:

Names	Company

Travel Itinerary:

Departure:	Date	Origin/Destination		Return:	Date	Origin/Destination
Traveler 1 (insert name) , Leave				Leave		

Traveler 1 (<i>insert name</i>) , Arrive				Arrive		
Traveler 2 (<i>insert name</i>) , Leave				Leave		
Traveler 2 (<i>insert name</i>) , Arrive				Arrive		

	Estimated Cost
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: i.e. car rental	\$ -
Other Direct Costs (CLIN X00X)	
(<i>Insert as appropriate</i>)	\$ -
Subtotal Amount for Traveler #1 (<i>Insert name</i>)	\$ -
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: (<i>insert as appropriate (i.e., car rental)</i>)	\$ -
Other Direct Costs (CLIN X00X)	
(<i>Insert as appropriate</i>)	\$ -
Subtotal Amount for Traveler #2 (<i>Insert name</i>)	\$ -
Subtotal Amount for all Travelers	\$ -
Indirect Handling Cost	\$ -
General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X00X)	\$ -
Total ODC Cost (CLIN X00X)	\$ -
Total Trip Cost NTE	\$ -

Remarks:

The estimated cost of travel must represent the contractor's best estimate. The amount of obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with **Federal Travel Regulations (FTR), Joint Travel Regulations (JTR), or the Department of State Standardized Regulations (DSSR)** (*choose appropriate one(s)*) . Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at (area code) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

Contractor Requestor:	FEDSIM COR Approval:	Client (insert client organization) TPOC Acceptance:
Signature Date	Signature Date	Signature Date



REQUEST TO INITIATE PURCHASE (RIP) FOR EQUIPMENT, MATERIALS, OTHER DIRECT COSTS (ODCs), AND/OR SERVICES

If the prime contractor has an approved purchasing system, the contractor shall prepare and submit a RIP to be reviewed and signed by the FEDSIM COR.

Contractor:
Client:

RIP Number:
Date:
Project Name:
Project/Interagency Agreement (IA) Number:
Associated Line of Accounting:
Task Order Number:

TO: (Insert First and Last Name) , FEDSIM Contracting Officer's Representative (COR)

CLIN X00X VALUE: \$ -

FROM: (Insert First and Last Name of requestor)

CUMULATIVE AMOUNT BILLED: \$ -

THROUGH: (Insert client organization and First and Last Name) , Technical Point of Contact (TPOC)

CURRENT CLIN X00X BALANCE: \$ -

RIP ESTIMATE: \$ -

SUBJECT: Request to Initiate Purchase # (insert number)

NEW CLIN X00X BALANCE: \$ -

DATE: (Insert Month Date, Year)

PURPOSE/JUSTIFICATION OF REQUEST:

ESTIMATED PURCHASE COST:

Item: (insert item(s))	
Item Cost	\$ -
Indirect costs authorized by the Task Order (insert as appropriate)	\$ -
Total Not to Exceed (NTE) cost	\$ -



All equipment, materials, and ODCs shall be purchased in accordance with client requirements. All equipment, materials, and ODCs shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials shall be purchased in accordance with applicable Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) clauses (*choose as appropriate*) and approved purchasing procedures. All equipment, materials, and ODCs shall be purchased in accordance with Task Order requirements and shall not exceed the funded amount on this Task Order. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the Government.

Please contact me at (area code) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

FEDSIM COR Approval:	
Signature	Date

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

GSC-QF0B-18-33182

Enterprise Machine Learning Analytics and Persistent Services (eMAPS)

in support of:

**United States Government (USG)
Program Office**

FEDSIM Project Number DE00880

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) entitled eMAPS. This plan sets forth the procedures and guidelines FEDSIM will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 PURPOSE

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards or quality levels identified in the PWS and the contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, describes the analysis of quality assurance monitoring results that includes the method used to improve contractor performance when appropriate.

1.2 PERFORMANCE MANAGEMENT APPROACH

The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by FEDSIM to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent versus scrutiny of compliance with the processes used to achieve the outcome. A performance-based approach facilitates the contractor providing an innovative solution within the stated constraints that gives the Government the opportunity to receive outstanding results. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 PERFORMANCE MANAGEMENT STRATEGY

The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own Quality Control (QC) program. QC is work output, not

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor's QC program.

The Government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make a determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1 Contracting Officer (CO)

The CO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The CO will designate one full-time COR as the Government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

2.2 Contracting Officer Representative (COR)

The COR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in the Service Level Agreements (SLAs) and Performance Metrics (TOR Section J, Attachment Y).

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

- a. Random sampling, which shall be performed by the COR designated inspector.
- b. 100% Inspection: Each month, the COR will review the SLAs and Performance Metrics (TOR Section J, Attachment Y).
- c. Periodic Inspection: COR typically performs the periodic inspection on a monthly basis.

4.2 Customer Feedback

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems. However, the customer always has the option to communicate complaints to the GSA FEDSIM CO or COR, as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate them using the Quality Assurance Monitoring Form: Customer Complaint Investigation, identified in Attachment 1.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.3 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs) included in the SLAs and Performance Metrics (TOR Section J, Attachment Y) for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. Other levels of performance are keyed to the relative importance of the task in relation to the overall mission performance at the USG Program Office.

5.0 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and assessed using the performance

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

monitoring techniques shown in the SLAs and Performance Metrics (TOR Section J, Attachment Y).

5.2 Monitoring Forms

The Government's QA surveillance, accomplished by the COR, will be reported using the SLAs and Performance Metrics (TOR Section J, Attachment Y) and monitoring form in Attachment 1. The documents, when completed, will describe the Government's assessment of the contractor's performance under the contract to ensure that the required service levels and quality of deliverables are being achieved.

The GSA FEDSIM COR will retain a copy of all completed QA monitoring documents.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 Determining Performance

The Government shall use the monitoring methods cited to determine whether the acceptable quality levels (AQLs) have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each month, the GSA FEDSIM COR will prepare a written report for the CO summarizing the overall results of the quality assurance surveillance of the contractor's performance. The SLAs and Performance Metrics (TOR Section J, Attachment Y) will become part of the QA documentation. The report will enable the Government to demonstrate whether the contractor is meeting the stated AQLs and/or performance standards, including cost/technical/scheduling objectives.

6.3 Reviews and Resolution

The COR may require the contractor's project manager, or a designated alternate, to meet with the CO and other Government IPT personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- a. Monthly performance assessment data and trend analysis
- b. Issues and concerns of both parties
- c. Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- d. Recommendations for improved efficiency and/or effectiveness

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- e. Issues arising from the performance monitoring processes

The CO and COR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

The CO, COR, and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ATTACHMENT 1:

**QUALITY ASSURANCE MONITORING FORM –
CUSTOMER COMPLAINT INVESTIGATION**

SERVICE or STANDARD:

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ AM / PM

SOURCE OF COMPLAINT: _____ (NAME)

_____ (ORGANIZATION)

_____ (PHONE NUMBER)

_____ (EMAIL ADDRESS)

NATURE OF COMPLAINT:

RESULTS OF COMPLAINT INVESTIGATION:

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

RECEIVED AND VALIDATED BY: _____

PREPARED BY: _____ **DATE:** _____

CLIN 0001 - Labor Summary			
Base Period			
A	B	C	D
Task Area	Total hours	Total Estimated Cost	Fixed Fee
1	Insert total hours per task area for labor.	Insert proposed total estimated cost per task area for labor.	Insert proposed total Fixed Fee Amount.
2			
3			
4			
5			
6			
Labor Total:	0	0	0

Number of hours in a Man-Year:

Company Total Hours Total Estimated Cost Total Fixed Fee

E
Total Estimated Cost Plus Fixed Fee (CPFF)
Insert proposed total estimated cost plus Fixed Fee for labor. (Sum of Columns C and D)
0

Total Estimate CPFF

ATTACHMENT S KEY PERSONNEL QUALIFICATION MATRIX

The following is an example of how the Key Personnel Qualification Matrix shall map to Section **H.X.X OR 7.N.N** (*specify*) of the **Task Order Request (TOR) OR Request for Quote (RFQ)**. The example describes the required and desired qualifications for a **Senior Network Engineer** (*Tailor by using position from TOR/RFQ*) designated as “Key,” and shows how the Key Personnel Qualification Matrix shall be formatted.

H.X.X OR 7.N.N (*specify*) **SENIOR NETWORK ENGINEER**

It is required that the **Senior Network Engineer** has the following qualifications:

- a. Minimum of five years of experience within the past ten years of Information Resource Management (IRM) experience managing an integrated network with diverse users.
- b. Minimum of Bachelor’s Degree in Network Engineering at proposal submission.
- c. Recent experience (within the past ten years) managing the design, development, implementation, testing, and maintenance of large (over 100 servers, 1,000 workstations, and ten locations) local and wide area networks (WAN) in a secure Federal Government environment.
- d. Functionally proficient in the operations and maintenance of local, metropolitan, and WAN using automated network management tools, and responding to both client and user requests for applications assistance, network modifications, and enhancements.

It is desired that the **Senior Network Engineer** has the following qualifications:

- a. Recent experience supervising at least 30 network support staff of various job categories and skills.
- b. Broad-based skills and experience managing the migration of separate networks into single WAN, performing routine system maintenance and troubleshooting, managing the installation of software upgrades, maintaining network performance, and recommending enhancements.

Note: Multiple pages for each Key Personnel Qualification Matrix are acceptable. See page limitations in TOR/RFQ (*choose one*) Section **L.X/11.X** (*specify*), Key Personnel Qualification Matrix.

KEY PERSONNEL QUALIFICATION MATRIX

Proposed Key Personnel Name:		
Proposed Basic Contract Labor Category:		
Proposed Key Personnel meets the requirements of the proposed Basic Contract Labor Category (Yes /No):		
Current Security Clearance Level of Proposed Key Personnel:		
Proposed Key Personnel meets the Security Requirements in TOR/RFQ (choose one) Section H.X/7.X (choose one) (Yes/No):		
Relevant Education (specify Degree and Date):		
Professional Certification (include Date):		
Proposed Key Personnel is available to begin work on the Start Date designated in TOR/RFQ (choose one) Section L.3/11.3 (choose one) (Yes/No):		
Rationale for the proposed Basic Contract Labor Category:		
Rationale for/value of the proposed additional Key Personnel position (as applicable):		
Required	Years of Experience (month/year)	Description of Qualifications and Experience (e.g., Place of Work, Official Title for Each Position Held, etc.)
H.X.X.a OR 7.N.N.a		
H.X.X.b OR 7.N.N.b		
H.X.X.c OR 7.N.N.c		
H.X.X.d OR 7.N.N.d		
Desired	Years of Experience (month/year)	Description of Qualifications and Experience (e.g., Place of Work, Official Title for Each Position Held, etc.)
H.X.X.a OR 7.N.N.a		
H.X.X.b OR 7.N.N.b		



Attachment T
Questions and Answers Template

Company Name:

Solicitation Number: *Fill in solicitation #*

Note to offerors: Please provide the specific paragraph reference using the Section/sub-Section numbers in the solicitation.

PART #	PARAGRAPH #	PARAGRAPH TITLE	QUESTION	GOVERNMENT RESPONSE

ATTACHMENT V - CORPORATE EXPERIENCE DESCRIPTION FORMAT

Expand cells as needed.

Project Title:	
TO and Contract Number:	
Contract Vehicle [e.g., IDIQ, GSA Schedule, Government Wide Acquisition Contract (GWAC)]:	
Security Level:	
Period of Performance (month/year-month/year):	
Awarded Amount:	Funded Amount:
Prime Contractor:	
Client Company/Agency Name:	
Awarding Agency:	
Client Contracting Official Name, Phone, E-mail:	
Client Technical Official Name, Phone, E-mail:	
Role of Contractor performing this project including contractual role (Prime, Subcontractor, etc.):	
Project Description, include Services Provided, Relevance in Size, Scope, Complexity, Performance-Based:	
Discuss Similarities in Management and Support Challenges / Risk Management in Managing through a Dynamic Environment:	
Discuss relevant Task Areas of the TOR, including the roles or functions performed by the contractor in support of this project:	

Attachment W

Acronym List – TOR

Acronym	Definition
ADFS	Active Directory Federated Services
ADP	Automated Data Processing
AES	Advanced Encryption Standard
AFDP	Award Fee Determination Plan
AOR	Area of Responsibility
AQL	Acceptable Quality Level
ASSIST	Assisted Services Shared Information SysTem
AT	Anti-Terrorism
ATO	Authority To Operate
AWS	Amazon Web Services
BECDL	Bandwidth Efficient Common Data Link
BLOB	Binary Large Object
BLOS	Beyond Line Of Sight
BoE	Body of Evidence
BPA	Blanket Purchase Agreement
C2S	Commercial Cloud Services
C4I	Command, Control, Communications, Computers, and Intelligence
C4ISR	Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance
CAC	Common Access Cards
CAD	Computer-Aided Design
CAF	Contract Access Fee
CAP	Corrective Action Plan
CAS	Cost Accounting Standards
CASE	Commercial Automated Software Engineering
CCI	Controlled Cryptographic Items
CCIE	Cisco Certified Internetwork Expert
CCTV	Closed Circuit Television
CDL	Common Data Link
CEOs	Chief Executive Officers
CFR	Code of Federal Regulations
CJOA	Combined Joint Operations Area
CLIN	Contract Line Item Number
CMP	Configuration Management Plan
CNSSP	Committee on National Security System Policies
CO	Contracting Officer
COBIT	Control Objectives for Information and Related Technologies
COMSEC	Communications Security

Acronym	Definition
CONUS	Continental United States
COP	Common Operational Picture
COR	Contracting Officer's Representative
COTM	Communications On-The Move
COTS	Commercial Off-The-Shelf
CPAF	Cost-Plus Award-Fee
CSfC	Commercial Solutions for Classified
CTL	Chief Technologist Lead
CTP	Consent to Purchase
CZ	Combat Zones
D/S	Disclosure Statement
DAWIA	Defense Acquisition Workforce Improvement Act
DBA	Defense Base Act
DCAA	Defense Contract Audit Agency
DCMA	Defense Cost Management Agency
DEL	Deliverable
DEVOPs	Development/ Operations
DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DoD	Department of Defense
DoDAF	Department of Defense Architecture Framework
DRS	Designated Reception Site
DSCP	Differentiated Service Code Point
DSSR	Department of State Standardized Regulations
EEO	Equal Employment Opportunity
EIP	Engineering and Installation Plan
EIT	Electronic and Information Technology
eMAPS	Enterprise Machine Learning Analytics and Persistent Services
EVMS	Earned Value Management System
FAC	Federal Acquisition Certification
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FCCM	Facilities Capital Cost of Money
FDC	Facility Design Criteria
FEAF	Federal Enterprise Architecture Framework
FEDSIM	Federal System Integration and Management Center
FISA	Foreign Intelligence Surveillance Act
FOIA	Freedom of Information Act
FOPS	Flight Operations Procedures
FOUO	For Official Use Only
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative

Acronym	Definition
GEOINT	Geospatial Intelligence
GFI	Government Furnished Information
GFP	Government Furnished Property
GOPS	Ground Operations Procedures
GOTS	Government Off-The-Shelf
GSA	General Service Administration
GSAM	General Services Administration Acquisition Manual
HCA	Head of the Contracting Authority
HD	Hazard Duty
HOR	Home of Record
HR	Human Resources
IAW	In Accordance With
IC	Intelligence Community
ICD	Interface Control Documents
ID	Identification
IDIQ	Indefinite Delivery/Indefinite Quantity
IDS	Intrusion Detection System
IoT	Internet of Things
IRF	Individual Readiness File
ISACA	Information System Audit and Control Association
ISR	Intelligence Surveillance Reconnaissance
IT	Information Technology
ITIL	Information Technology Infrastructure Library
JITC	Joint Interoperability Test Center
JPAS	Joint Personnel Adjudication System
JSON	Javascript Object Notation
JTR	Joint Travel Regulation
JWICS	Joint Worldwide Intelligence Communications System
KLK	Key-Length Value
KPQM	Key Personnel Qualification Matrix
LD	Limited Rights
LDAP	Lightweight Directory Access Protocol
LN	Local Nationals
LOS	Line of Sight
LOS	Line of Site
M&IE	Meals and Incidental Expenses
MCSE	Microsoft Certified Solutions Expert
MS	Microsoft
MSR	Monthly Status Report
NACI	National Agency Check with Inquiries
NAG	National Assessment Group
NATO	North Atlantic Treaty Organization
NC	North Carolina
NDA	Non-Disclosure Agreement

Acronym	Definition
NIAP	National Information Assurance Partnership
NIST	National Institute of Standards and Technology
NLT	No Later Than
NSA	National Security Agency
NSS	National Security Systems
NTE	Not-to-Exceed
O&M	Operations and Maintenance
O3B	Other 3 Billion
OCI	Organizational Conflict of Interest
OCIE	Organizational Clothing and Individual Equipment
OCONUS	Outside the Continental United States
OCR	Optical Character Recognition
ODC	Other Direct Cost
OH	Overhead
OPSEC	Operational Security
PAI	Publicly Available Information
PCM	Project Concurrence Memorandum
PDF	Portable Document Format
PEP	Producibility Engineering and Planning
PgMP	Program Management Certification
PKI	Public Key Infrastructure
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Plan
PNR	Problem Notification Report
PO	Program Officer
POC	Points of Contacts
POL	Pattern of Life
PPs	Protection Profiles
PS	Project Start
PTS	Presentation Timestamp
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
QCP	Quality Control Plan
R&R	Rest and Recuperation
RF	Radio Frequency
RIP	Request to Initiate Purchase
RMF	Risk Management Framework
RS	Restricted Software
SATCOM	Satellite Communications
SCIF	Sensitive Compartmented Information Facility
SD	Secure Digital

Acronym	Definition
SES	Société Européenne des Satellites
SFRD	System Functional Requirements Document
SIPRNet	Secure Internet Protocol Network
SLAs	Service Level Agreements
SMEs	Subject Matter Experts
SOF	Special Operating Forces
SOFAs	Status of Forces Agreements
SOPs	Standard Operating Procedures
SSBI	Single Scope Background Investigation
SSBI-PR	Single Scope Background Investigation Periodic Review
SSN	Social Security Number
SSR	Site Survey Report
SW	Special Works
TAR	Travel Authorization Request
TBD	To Be Determined
TCN	Third Country Nationals
TD	Technical Data
TDY	Temporary Duty
TEB	Technical Evaluation Board
TO	Task Order
TOA	Task Order Award
TOGAF	The Open Group Architecture Framework
TOR	Task Order Request
TPOC	Technical Point of Contact
TRL	Technology Readiness Level
TS	Top Secret
TS/SCI	Top Secret Clearance with Compartmentalized Information
TSIRT	Theater Specific Individual Readiness Training
TTP	Tactics, Techniques and Procedures
U.S.	United States
U.S.C.	United States Code
UCMJ	Uniform Code of Military Justice
UFC	Unified Facilities Criteria
UR	Unlimited Rights
USCENTCOM	United States Central Command
USD-I	Undersecretary of Defense, Intelligence
USG	United States Government
VTC	Video Teleconference
WAMI	Wide-Area Motion Imagery
WAN	Wide Area Network
WANs	Wide Area Networks
WBS	Work Breakdown Structure
WGS	Wideband Global Satellite Communications
XaaS	X as a Service

Acronym	Definition
XML	Extensible Markup Language



CONSENT TO PURCHASE PARTS/TOOLS/ODCs AND/OR SERVICES (CTP)

Industry Partner:

Client:

TOOL#:

Date:

Project Name:

Project/IA#:

Contract/Task Order:

If the prime contractor does not have an approved purchasing system, the contractor will prepare and submit a Consent to Purchase (CTP), to be reviewed by the COR and signed by the CO.

TO: FEDSIM Contracting Officer Representative

CLIN # VALUE:

\$0.00

CUM AMT BILLED:

\$0.00

BALANCE:

\$0.00

FROM: Requestor

CTP ESTIMATE:

\$0.00

THROUGH: Client POC

BALANCE:

\$0.00

SUBJECT: Consent to purchase #

Client Point of Contact:

PURPOSE/JUSTIFICATION OF REQUEST:

The purpose of this request is to

Description of supplies or services (FAR 52.244-2(e)(1)(i)):



Type of subcontract (FAR 52.244-2(e)(1)(ii)):

Propose subcontractor (FAR 52.244-2(e)(1)(iii)):

Below is the estimated cost of purchase (FAR 52.244-2(e)(1)(iv)):

ITEM	
Tool (CLIN #):	
Cost to Government: @#	\$ -
Fee	\$ -
General & Administrative (G&A) Cost	\$ -
Total Cost NTE:	\$ -

All material purchases shall be made in accordance with customer requirements. All materials shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials will be purchased in accordance with regulations contained in FAR 52.244-2 approved purchasing procedures. All Tools and ODCs shall be procured in accordance with contract requirements and shall not exceed the funded amount on this contract.

It is the responsibility of the Industry Partner to ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the client. The Industry Partner is to furnish price quotes for hardware and software purchases.

The following documents are attached (as necessary):

- 1) Subcontractor's certified cost or pricing data as required in FAR 52.244-2(e)(1)(v)
- 2) Subcontractor's Disclosure Statement or Certification relating to Cost Accounting Standards as required in FAR 52.244-2(e)(1)(vi)
- 3) Negotiation memo as required in FAR 52.244-2(e)(1)(vii)

Please contact me at (000) 000-0000 if you have any concerns or questions.

FEDSIM CO Approval:



Signature

Date



Evaluation Category	Performance Objective/Definition
Operational Project Management Planning, Scheduling, and Execution	All government prioritized projects contain no significant variances unless Government approved. All variances beyond the threshold require immediate Government notice and a project improvement plan.
Travel Authorization (TA) Requests	1. Commercial airline flights shall be processed as follows: Priority 1 (travel w/i 2 days) – processed 1 business day after approval 2. Priority 2 (travel w/i 3 - 13 days) - processed within 2 days prior to departure date after approval 3. Priority 3 (travel > 13 days) – processed w/i 7 days prior to departure date (excluding weekends and holidays) (guarantees 7 day advance ticket purchase)
Deliverables	Deliverables are current, accurate, and delivered as scheduled.
Cost Forecasting	Contractor provide accurate operational cost estimates across all TO CLINs.
Invoices	Invoices are accurate and reflect allocable, allowable costs with applicable backup documentation, as set forth in Section G of the TOR.
Limitation of Funding Notice(s)	Provided to CO, CS, COR and TPOC

Evaluation Category	Performance Objective/Definition

Customer Support	Contractor provides timely and effective training.
Application Sustainment	Contractor ensures development environments replicate production where necessary to support Developers
Data Center Operations	Contractor maintains network and systems availability
Data Center Operations	Contractor ensures all antivirus updates are up to date
Data Center Operations	Contractor ensures test environments are replicate production
Data Center Operations	Develop and maintain physical and logical network diagrams
Data Center Operations	Contractor ensures minimal disruption to VTC/AV events
Data Center Operations	Contractor provides timely disaster recovery and back up solutions
Data Center Operations	Contractor maintains appropriate network/IP capacity planning to meet mission needs.
Asset Management	Up-to-date and accurate inventory and asset accountability
(Optional) Development Project Management Planning, Scheduling, and Execution	All Dev Project Plans contain no significant variances unless Government approved. All variances beyond the threshold require immediate Government notice and a project improvement plan.
Application Sustainment	Contractor ensures the availability of applications.
Asset Management	Proper testing and packing of communications equipment. Up-to-date and accurate inventory and asset accountability

Additional Augmented Support	Contractor provides timely staffing resources and capabilities for additional augmented support related efforts [Only applicable to CLIN x002].
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Evaluation Category	Performance Objective/Definition
Contractor Workforce	Contractor provides timely resources (to include additional augmented support efforts (Optional Task 7) if required).
Contractor Workforce Retention	Contractor's ability to retain a qualified workforce.
Contractor Workforce Reporting	Contractor provides timely notification and accurate reports on staff changes.

Evaluation Category	Performance Objective/Definition

Transition in Plan	The approved plan provides thorough and reasonable plan for ensuring no service interruption and is followed precisely. The Plan will identify scheduled activities and milestone checklists specific to Documentation (management, technical, POCs, Smart Books) and Communications (active knowledge transfer Technical Exchange Meetings (TEMs), meeting participation of key personnel, risk transparency) to enable seamless transition.
Transition in Implementation	Contractor ensures no service interruption and follows the approved plan precisely.

Project Management SLAs

Performance Standard	Inspection Threshold
Threshold variance is no more than 10% over the estimated cost or 5% behind schedule.	98%
No more than 1 resubmission per request. All resubmissions must be delivered within scheduled timeframe.	98%
Current/Accurate/On Schedule. No more than 1 resubmission per deliverable. All resubmissions must be delivered within scheduled timeframe.	98%
Monthly cost estimates are accurate and require no more than two revisions biannually, with allowance for exceptions approved by the Government. Estimates are received within 2 business days of Government request.	100%
Invoices require no more than one rejection per invoice, with a maximum of three (3) rejections Biannually.	100%
Provided to CO, CS, COR and TPOC pursuant to requirements of FAR 52.232-22 .	100%

Technical Performance SLAs

Performance Standard	Inspection Threshold
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Training is prepared and delivered to the Government 30 days prior to training.	95%
No discrepancies between environments (with exceptions granted by Government)	98%
Maintains System Availability Per System	99%
Applied within 24 hours of notification	100%
No discrepancies between environments	100%
Accuracy of diagrams (no more than 3 re-submissions). Modifications are performed within 72 hours of required change to architecture.	100%
No more than 3 service issues reported	100%
Systems and data restored within 8 hours	100%
Adequate scope is maintained without delay in new or current capabilities. All scope issues are resolve within 24 hours of notification.	98%
Currency/Accuracy	100%
Threshold variance is +/-15% estimated cost and/or schedule.	100%
24x7x365 availability	98%
Packages labled and packaged correctly. Final package received with no errors (fully functional) or missing parts.	100%

Staff resources provided within 30 days of formal written approval by the TPOC and COR.	100%
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Staffing / Personnel Management SLAs

Performance Measurement / Service Level	Inspection Threshold
Standard: No more than 30 working days from the time a position is vacant (except as exempted by the Government).	100%
Additional augmented support efforts (Optional Task 7, if required): No more than 30 working days following the Government's request for additional augmented support.	
Workforce is retained. (Planned departures will not be included in this measurement. Planned departures are those personnel that have been identified in a project plan with a scheduled completion date or have otherwise been given exception by the Government TPOC)	85%
TPOC/COR notified within 1 business day of change in staff. Must be reflected in the monthly staff reports (formal Government acceptance on the first submission.)	100%

Transition-In SLAs

Performance Measurement / Service Level	Inspection Threshold
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No more than 1 resubmission of final Transition-in Plan.	100%
All transition activities are completed as scheduled with no service interruptions (Transition In: 90 days after approval of final Transition-In Plan).	100%

Inspection Frequency	Performance Monitoring Mechanism (Automated/Manual)	Standard Unit of Measurement
Weekly	Manual - Contractor PM provides Cost and Schedule Variance Report to COR weekly	Offeror propose for Government Approval
Weekly	Manual - Contractor PM provides Travel Report to COR weekly	Offeror propose for Government Approval
Monthly	Manual - Contractor PM provides input to COR; TO Leads confirm with Contractor PM that respective deliverables are current, accurate, and on-schedule (Deliverable verification checklist posted/shared each month for TO leads to confirm state of each planned deliverable) and reported in monthly deliverable status	Offeror propose for Government Approval
Biannually	Manual - Contractor PM provides input to COR; TO Leads submit cost estimates each month to Contractor PM	Offeror propose for Government Approval
Invoice Period	Manual - Contractor PM verifies accuracy and completeness of invoice with COR and TPOC	Offeror propose for Government Approval
Monthly	Manual - Contractor PM identifies limitation of funding (LoF) upon budget inspection and funds remaining < 80%; LoF letter sent to COR	Offeror propose for Government Approval

Inspection Frequency	Performance Monitoring Mechanism (Automated/Manual)	Standard Unit of Measurement

[illegible]

Monthly	Offeror propose for Government Approval	Offeror propose for Government Approval
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Inspection Frequency	Performance Monitoring Mechanism (Automated/Manual)	Standard Unit of Measurement
Biannually	Manual - Staffing Service Request input by TO Lead based on client confirmation of resource requirement	Offeror propose for Government Approval
Monthly	Manual - Contractor PM documents contract resource attrition as part of transition debrief process indicating voluntary or planned.	Offeror propose for Government Approval
Monthly	Manual - Contractor PM documents contract resource attrition as part of transition debrief process indicating voluntary or planned and sends notification to COR < 1 day from change; reported in Monthly Staff Report	Offeror propose for Government Approval

Inspection Frequency	Performance Monitoring Mechanism (Automated/Manual)	Standard Unit of Measurement

Delivery of Transition-in Plan	Manual - Contractor PM provides Transition Plan to COR and TPOC and provides weekly updates until transition is completed	Offeror propose for Government Approval
Transition-in Complete	Manual - Contractor PM verifies accuracy and completeness of Transition Plan with COR and TPOC	Offeror propose for Government Approval